AN

ADVERTISEMENT.

JOHN STREATER, *and others, have lately illegally Printed and Publiſhed an Impreſſion of the* Young Clerks Guide, *with a fourth Part added to it, by* Tho. Manley *of the* Middle-Temple London *Eſq; who hath put as great an abuſe upon the Buyer, as the Printer hath done to the Proprietors of the ſaid Book; for he hath with as great Confidence ſtollen his pretended fourth Part out of* Shepherds Practical Counſellor *word for word.*

The fourth Part added to this Impreſſion contains divers Preſidents, never Printed in any Book before.

The Proprietors have already Commenced their Action againſt STREATER *and others, for Printing the ſaid late Impreſſion, and do intend to Proſecute the Vendors alſo.*

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THE

YOUNG CLERKS GUIDE

IN FOUR PARTS.

OR AN

Exact Collection

OF

Choice English PRESIDENTS,

According to the best Forms now used for all sorts of Indentures, Letters of Attourney, Releases, Conditions, &c.

Very Useful and Necessary for all, but chiefly for those that intend to follow the Attourneys Practice.

Compiled by Sir *R. H.* Counsellour;
And Revised by an Able Practitioner.

The XIV. *Edition.*

LONDON,
Printed by *T. R.* & *N. T.* for *Ambrose Isted* at the *Golden Anchor* in *Fleet-street*, over against St. *Dunstans Church*, and *Samuel Heyrick* at *Grayes-Inn-Gate* in *Holbourn*, Anno Dom. 1673.

PART I.

An Indenture of an Annuity.

THis Indenture made the twentieth day of &c. in the &c. between I. S. of *Skipton* in the County of *York* Esq; of the one part, and C. P. of *London* Esq; of the other part, witnesseth, that the said I. S. for and in consideration of the sum of &c. to him before the ensealing and delivery of these presents, well and truly contented and paid, whereof and wherewith he the said I. S. doth acknowledge and confess himself to be fully satisfied, and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said C. P. his Heirs, Executors and Administrators, and every of them, for ever by these presents: Hath given, granted, and confirmed, and by these presents doth give, grant and confirm for him and his Heirs, unto the said C. P. his Executors and Assigns, One Annuity of yearly Rent charge of Two hundred pounds of lawful money of *England*, to be issuing and going out of all those the Mannors and Lordships of *Stanton*, &c. with all and singular their rights, members, and appurtenances, in the said County of *York*, and out of all and singular the Messuages, Cottages, Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Commons, Moors, Marshes, Rents, Reversions, Services, Profits, Commodities, Emoluments, and Hereditaments whatsoever, with the appurtenances to the several Mannors, or any of them belonging or heretofore had, used, reputed, occupied, or enjoyed, as part or parcel of them, or any of them: And also out of all other the Lands, Tenements, and Hereditaments of the said I. S. within the said County of *York*, *Grant.*

To have and to hold, perceive, receive, and take the ſaid Annuity, or yearly Rent charge of &c. unto the ſaid C. P. his Executors, and Aſſigns, from the day of the date of theſe preſents, for and during the full term and time of forty years now next enſuing, and fully to be compleat and ended, if the ſaid C. P. and R. P. Eſq; Nephew to the ſaid C. P. or either of them ſhall ſo long live; To be paid at four moſt uſual Feaſts or Termes in the year; that is to ſay, the Feaſt of &c. by even and equal portions, at, or in the Church-porch of the Pariſh-Church of &c. And the ſaid I. S. for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, and for every of them, doth covenant, promiſe and grant, to and with the ſaid C. P. his Heirs and Aſſigns, that if it ſhall happen the ſaid yearly Rent of &c. to be behind and unpaid, in part, or in all, over or after any of the ſaid Feaſt days, in which the ſaid ought to be paid, being lawfully demanded, according to the true intent and meaning of theſe preſents. That then he the ſaid I. S. his Hears and Aſſigns, ſhall and will not onely forfeit and loſe unto the ſaid C. P. his Executors or Aſſigns, for or in the name of a pain or penalty, the ſum of forty ſhillings of lawful money of *England*, for every day the ſaid yearly Rent ſhall happen to be behind and unpaid, in part, or in all, over, or after any of the ſaid Feaſt-days, wherin the ſame ought to be paid, as before is mentioned: But alſo that it ſhall and may be lawful to and for the ſaid C. P. his Executors and Aſſigns, and to and for every of them, from time to time, from and after every of the ſaid Feaſt-days, wherein the ſaid yearly Rent, or any part thereof, ſhould or ought to be paid, as before is mentioned; into all and ſingular the ſaid Mannors, and into every of them, and into all other the Lands, Tenements and Hereditaments, to the ſaid Mannors, or any of them belonging, and into all other the premiſes, with all and ſingular their appurtenances, and into every or any part or parcel thereof, at his, or their, or any of their free wills or pleaſures, to enter and diſtrain, as well for the ſaid yearly Rents, as for the ſaid ſum or ſums of money, which ſhall or may happen to become forfeited or loſt, for or in the name of a pain, as is aforeſaid; and for the arrerages of them, and either of them, if any ſhall happen to be; and the diſtreſs and diſtreſſes then and there found, to lead, drive, take and carry away, and the ſame to detain and keep uutil the ſaid C. P. his Executors, or Aſſigns,

A Covenant to pay 2l. *for every day after default in payment of the Rents, and to Re-enter.*

ſigns, ſhall be fully ſatisfied, contented and paid. And the ſaid I. S. for himſelf, his Executors, &c. doth covenant and grant to and with the ſaid C. P. his Executors, &c. that he the ſaid I.S. at the time of the enſealing and delivery of theſe preſent Indentures, is ſolely, rightfully, and abſolutely ſeized in his Demeaſn, as of Fee-ſimple, to his own proper uſe and behoof, without any manner of condition or limitation of any uſe or uſes, to alter, change or determine the ſame, or and in the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments, and all other the premiſes above-named, with their appurtenances, and of every part and parcel thereof: And that he now hath full power and lawful authority to charge all and ſingular the ſame premiſes, with the appurtenances, and every part thereof, to and with the ſaid Annuity, or yearly Rent, &c. in manner and form above-declared; And alſo that the ſaid Mannors, Meſſuages, Lands, Tenements, and all other the premiſes, now are, and ſo from time to time, and at all times, for and during the ſaid term of forty years, (if the ſaid R. and C. or either of them ſhall ſo long live) ſhall and may remain, and continue liable, ſufficient and avert to and for diſtreſs and diſtreſſes of the ſaid A. and of his Executors or Aſſigns, as the caſe in that behalf ſhall require, for and concerning the ſaid yearly Rent, and other the premiſes and every part thereof: And the ſaid I. S. for himſelf, &c. that he the ſaid I. S. his Executors and Aſſigns, ſhall and will from time to time, and at all times hereafter, for and during the ſpace of five years next enſuing the date hereof, at the reaſonable requeſt of the ſaid C. P. his Executors and Aſſigns, or any of them, at his or their, or any of their proper coſts and charges in Law, do, make, knowledge, and ſuffer, or cauſe and procure to be done, made, knowledged, and ſuffered, all and every ſuch further reaſonable and lawful act and acts, thing and things, device and devices in the Law whatſoever, for the further, more better and perfect aſſurance, ſurety, and ſure-making of the ſaid Annuity or yearly Rent-charge of &c. to the ſaid C. P. his Executors and Aſſigns, for and during the ſaid term of forty years, if the ſaid C. and R. do ſo long live, according to the true intent and meaning of theſe preſents, as by the ſaid C. P. his Executors, Adminiſtrators, or Aſſigns, or by any of them, or by any of their Council learned in the Law, ſhall be reaſonably deviſed, adviſed, or required. In witneſs,

Covenant that he is ſeized in Fee, and hath power to change the Premiſes with the Annuity.

whereof, the parties aforeſaid to theſe preſent Indentures have not only interchangably ſet their &c. but alſo the ſaid I. S. hath given and delivered unto the ſaid C.P. ten ſhillings current Engliſh money, in the name of ſeiſin of the aforeſaid Annuity, or yearly Rent-charge of &c. before-mentioned. Dated the day and year above-written.

An Indenture of Leaſe with extraordinary Covenants.

THis Indenture made &c. between C. B. of &c. of the one part, and I. S. of *Stretton* in the County of &c. witneſſeth, That the ſaid C. B. for and in conſideration of &c. hath demiſed, granted, ſet, and to farm let, and by theſe preſents doth, &c. unto the ſaid I. S. all that his Meſſuage or Tenement, ſet, lying and being in &c. aforeſaid, together with all Houſes, Edifices, Buildings, Barns, Yards, Orchards, Crofts, Lands, Meadows, Paſtures, Feedings, Commons, Profits and Commodities whatſoever, to the ſaid Meſſuage or Tenement of right in any wiſe belonging, lying within the Town or Fields of *Stretton* aforeſaid: All which Meſſuage or Tenement, with all other the premiſes, are now in the occupation of the ſaid I. S. (except and always reſerved) out of this preſent Leaſe, all manner of Trees growing or being in or upon the ſaid premiſes, or any part thereof; To Have and to Hold the ſaid Meſſuage or Tenement, with all Houſes, Edifices, Buildings, Barns, Yards, Orchards, Crofts, Lands, Meadows, Paſtures, Commons, Profits, and Commodities, with their Appurtenances, as is aforeſaid, (except before excepted) unto the ſaid I. S. his Executors, &c. from the day of the date of theſe preſents, unto the full end and term of 21 years from thence next enſuing, and fully to be compleat and ended. Yielding & Paying therefore yearly, during the ſaid term, unto the ſaid C.B. and the Heirs of his Body lawfully begotten, and for default of ſuch Iſſue, to the right Heirs inheritable to the premiſes, the yearly Rent of &c. at two of the uſual Feaſts in the year, that is to ſay, at the Annuntiation of our Lady, and St. *Michael* the Archangel, by even and equal portions, and doing ſervice to the Court of the ſaid C. B. his Heirs, and others aforeſaid, at his or their Mannor of S. aforeſaid, as often as it ſhall be kept there, at or upon reaſonable ſummons or warning, as other Tenants of the ſaid Mannor do, or ſhould do: And at the deceaſe of the ſaid I. S. and ſuch his Aſſigns, as hereafter by him ſhall be nominated or appointed, dying Tenants of the premiſes to pay his or their beſt Beaſt, unto the ſaid C.B. and to ſuch as the remainder or reverſion of the ſaid Mannor ſhould come unto, in the name of a Heriot: And if it ſhall happen the ſaid yearly

yearly Rent of &c. to be behind or unpaid, in part, or in all, by the ſpace of &c. next after any of the ſaid Feaſts at which it ought to be paid (if it be lawfully demanded) that then and from thenceforth, it ſhall & may be lawful unto and for the ſaid C. B. his Heirs, &c. and all and every other the perſon or perſons above named, to whom the right thereof ſhall appertain as aforeſaid, into the ſaid Meſſuage or Tenement, & all other the premiſes with the appurtenances, wholly to re-enter, & the ſame to have again, retain, and repoſſeſs, as in his or their former eſtate, this Indenture, or any thing therein contained to the contrary in any wiſe notwithſtanding. And alſo it is covenanted & agreed, that it ſhall and may be lawful unto the ſaid I. S. and his Aſſigns, to lop the Trees growing upon any parcel of the premiſes heretofore lopped, at all times convenient, for the neceſſary fencing of the hedges: And the ſaid I. S. doth covenant and grant, for him, his Executors, Adminiſtrators and Aſſigns, by theſe preſents, to & with the ſaid C. B. his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, That he the ſaid I. S. and his Aſſigns, ſhall and will make and do, or cauſe to be made or done, at his or their own proper coſts and charges, all and all manner of reparations in and upon the premiſes, before by theſe preſents granted and letten, from time to time, when and as often as need ſhall require, during the ſaid term of &c. and ſo well and ſufficiently repaired, ſhall in the end of the ſaid term, or other ſooner determination of this preſent Leaſe, yield up and leave the ſame. And further, ſhall from time to time, during the ſaid term, do his or their ſuit to the Mill or Mills of the ſaid C. B. within the ſaid Mannor of S. aforeſaid, and all ſuch Corn and other Grain whatſoever, as the ſaid I. S. aforeſaid doth or may accuſtomarily uſe to grind, or cauſe to be ground, to be at the ſame Mill or Mills ground. And it is further covenanted and agreed between the ſaid parties, that it ſhall and may be lawful to & for the ſaid C. B. and his Heirs, or any to whom the Right thereof ſhall appertain, as aforeſaid, if it be their pleaſure at any time hereafter during the ſaid term, to make an exchange of parcel or parcels of the Lands or Meadows, or any part or parcel of the premiſes belonging to the ſaid Meſſuage or Tenement, & to take and have the ſame at his or their will and pleaſure, giving and allowing unto the ſaid I. S. and his Aſſigns, as much Land in quantity and goodneſs for the ſame, in ſuch place within the Fields of S. aforeſaid, as by the judgment & diſcretion of four

For Reparation.

To do ſuit belonging to the Mills of the ſaid Mannor.

of the Tenants of the ſaid C. B. and his Heirs, or any to whom the Right thereof ſhall appertain as aforeſaid, then dwelling in S. aforeſaid, ſhall be adjudged, nominated, and appointed: And the ſaid I. S. covenanteth and granteth &c. that he the ſaid I. S. or his Aſſigns ſhall and will yearly during the ſaid term, at ſeaſonable times, due and convenient in the year, plant or ſet in and upon the premiſes, ſix handſome young Trees or Saplings of Oak, Elm or Aſh, and them ſo planted and ſet, ſhall from time to time yearly cheriſh, preſerve, ſuſtain, and ſuffer to grow and encreaſe, to the moſt profit, uſe and behoof of the ſaid C. B. his Heirs and Aſſigns for ever. Provided always, and it is fully conditioned and agreed between the ſaid parties, that the ſaid I. S. ſhall not at any time hereafter Demiſe, Grant, Let, Set, Aſſign, or by any other way or means, put away or depart with the ſaid Leaſes, Term of years, Meſſuage, or Tenement, and other the premiſes, with the appurtenances, or any part or parcel thereof, or do, procure, and ſuffer to be done, any Act, Deed, or thing whatſoever, whereby the ſame, or any part or parcel thereof, ſhall or may at any time hereafter, Revert, Deſcend, or come unto any perſon or perſons whatſoever, other than unto his Wife and Child, at any time during the ſaid term, without the conſent of the ſaid C. B. or his Heirs, and other the perſons aforeſaid, firſt had and obtained in writing, under his or their hands or ſeals, upon pain of forfeiting of this Indenture of Leaſe, any thing herecontained to the contrary in any wiſe notwithſtanding.

And the ſaid C. B. covenanteth for himſelf, his Heirs, Executors, and Adminiſtrators, &c. to warrant and defend the ſaid Meſſuage or Tenement, and all other the premiſes above letten, unto the ſaid I. S. and ſuch his Aſſigns as are above expreſſed againſt all perſon or perſons pretending any title to the ſame, from, by, or under him the ſaid C. B. his Heirs or Aſſigns, during the ſaid Term, according to the true intent and meaning of theſe preſents. In witneſs whereof the parties firſt abovenamed, unto theſe preſent Indentures interchangably have ſet their hands and ſeals, the day and year firſt above-written, *Annoq; Dom.* 1636.

A Deed of Gift made to one to ſave him harmleſs from all Bonds.

TO all Chriſtian people to whom this preſent Writing ſhall ſhall come, I *J. P.* of &c. ſend greeting in our Lord God everlaſting: Know ye, that I the ſaid *J. P.* as well for the indempnity,

dempnity, discharge, and saving harmless of *R. B.* of &c. his Heirs, Executors, and Administrators, and every of them, off and from all manner of Bonds and Writings Obligatory whatsoever, wherein the said *R. B.* is and standeth bound for me the said *J. P.* in any sum or sums of money to any person or persons whatsoever; as also for divers other good causes and considerations me hereunto especially moving, have given and granted, bargained, sold and confirmed *Grant.* and by these presents do give, grant, bargain, sell, and confirm unto the said *R. B.* all and singular my Leases Goods and Chattels whatsoever, as well real as personal, of what kind nature, quality, or condition soever the same are or be, and in what place or places soever the same shall or may be found, as well in my own custody and possession, as in the hands, custody and possession of any other person or persons whatsoever; To have and to hold all and singular the said Leases, Goods and Chattels, and all other the premises, with the appurtenances, to the said *R. B.* his Heirs, Executors, Administrators, and Assigns, to his and their own proper use and behoof for ever: And I the said *J. P.* and my Heirs, all and singular the said Goods and Chattels, and other the premises unto the said *R. B.* his Executors, Administrators and Assigns, to his and their own proper use as aforesaid, shall and will warrant and for ever defend, by these presents. Provided always, that if I the said *J. P.* my Executors, Administrators, or Assigns, or any of us, do or shall from time to time, and at all times hereafter, clearly acquit and discharge, or otherwise sufficiently save and keep harmless the said *R. B.* his Executors, Administrators and Assigns, and all his and their Goods, Chattels, Lands, Tenements and Hereditaments, and every of them, off and from all and singular Bonds and Writings Obligatory whatsoever, wherein or whereby the said *R. B.* at the request and for the debt of me the said *J. P.* is and standeth bound to any person or persons whatsoever, in any sum or sums of money, and off and from all manner of Actions, Suits, Charges, Troubles, Expences and Demands whatsoever, which shall or may in any wise hereafter happen, come, grow, or be, to or against the said *R. B.* his Executors or Administrators, or any of them, for or by reason or means of the same Obligations or Writings Obligatory, or any of them, or any thing in them, or any of them mentioned or contained, that then this present Deed or Grant, and every thing herein contained, shall be utterly void and of none effect, any thing herein before specified to the

contrary thereof in any wiſe notwithſtanding. In witneſs whereof, &c.

A Leaſe of a Houſe and certain Lands made in conſideration of a certain ſum of Money, the Fee-ſimple being in the Leaſor.

THis Indenture made &c. between M. C. of &c. Gentleman, and A. C. his Wife, on the one part, and T. E. of &c. Eſq; on the other part, witneſſeth, That the ſaid M. C. and A. his Wife, for and in conſideration of the ſum of &c. of lawful money of *England* to them in hand paid before the enſealing and delivery of theſe preſents by the ſaid T. E. whereof and wherewith they the ſaid M. C. and A. acknowledge themſelves to be fully ſatisfied, contented and paid, and thereof, and of every part and parcel thereof, do clearly acquit and diſcharge the ſaid T. E. his Executors, Adminiſtrators and Aſſigns, by theſe preſents have Demiſed, Granted, Set, and to Farm let, and by theſe preſents do Demiſe &c. unto the ſaid T. E. his &c. All that their Manſion-houſe, with the Rights, Members, and Appurtenances thereof, ſcituate, lying and being in *Arleſcot*, in the Pariſh of N. in the County of W. and all that Cloſe of Paſture commonly called or known by the name of *The Great Cloſe*, containing by eſtimation fourty Acres be it more or leſs; and alſo all that Cloſe of Paſture commonly called or known by the name of *The Middle Paſture*, containing by eſtimation fourty Acres be it more or leſs, and all that Cloſe of Paſture, &c. All and ſingular which ſaid Cloſes and other the Premiſes are or late were in the tenure or occupation of the ſaid M. or his Aſſignee or Aſſignees, and are ſituate, lying and being in A. aforeſaid in the ſaid C. of N. and alſo all other Meſſuages, Houſes, Edifices, Buildings, Barns, Stables, Dove-houſes, Orchards, Gardens, Tenements, Meadows, Paſtures, Feedings, Woods, Underwoods, Commons, Waſte-ground, Moors, Marſhes, Rents, Reverſions, Services, Profits, Commodities and Hereditaments whatſoever, of them the ſaid M.C. or A.C. or either of them, ſituate, lying & being in A. aforeſaid, or in either of them, in the ſaid County of N. To Have and to Hold the ſaid Manſion-houſe, Cloſes of Meadow, Paſture and Arable, and all and ſingular other the premiſes, with their and every of their Appurtenances before by theſe preſents demiſed, and every part & parcel thereof unto the ſaid T.E. his Executors, Adminiſtrators & Aſſigns, from the Feaſt-day of &c. laſt paſt before the

date

date hereof, unto the full end and term of &c. from thence next enſuing, and fully to be compleat and ended, yielding and paying therefore yearly during the ſaid term unto the ſaid M. C. and A. his Wife, their Heirs and Aſſigns, one Pepper-corn at the Feaſt of &c. if the ſame be lawfully demanded; And the ſaid M. for himſelf, and for the ſaid *A.* his Wife, their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, doth Covenant, promiſe and Grant to and with the ſaid T. E. his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents in manner and form following. That is to ſay, That he the ſaid M. C. at the time of the enſealing and delivery of theſe preſents, ſtandeth and is lawfully ſeized in his Demeaſn, as of Fee, of and in the ſaid Manſion-houſe, and ſeveral Cloſes, and of and in all other the premiſes, before by theſe preſents demiſed, or mentioned to be demiſed, with their and every of their appurtenances, without any manner of condition or limitation of uſe or uſes, to alter, change or determine the ſame: That they the ſaid M. C. and A. or one of them, now have or hath full power and authority to demiſe and grant the ſaid Manſion-houſe, and other the premiſes, with their appurtenances, and every part and parcel thereof, unto the ſaid T. E. his Executors, Adminiſtrators and Aſſigns, in manner and form aforeſaid, and alſo that the ſaid Manſion-houſe, Cloſes, and other the premiſes before by theſe preſents demiſed, or meant, mentioned or intended to be demiſed, and every part and parcel thereof, now are, and by and during the ſaid term of &c. by theſe preſents granted, ſhall be, remain and continue unto the ſaid T. E. his Executors, Adminiſtrators and Aſſigns of the clear yearly value of &c. at the leaſt over and above all charges and reprizes; and further that the ſaid T. E. his Executors, Adminiſtrators and Aſſigns under the Rents, Covenants, Grants and Agreements in theſe preſents contained, ſhall and may at all times hereafter, and from time to time during the term hereby granted & demiſed, or meant, mentioned or intended to be granted or demiſed, quietly and peaceably have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Manſion-houſe, Cloſes, and all other the premiſes, and every part and parcel of them, with their and every of their appurtenances: And the Rents, Iſſues and Profits thereof, ſhall or may receive, perceive and take to his and their own proper uſe and behoof, clearly acquitted, exonerated and diſcharged off, and from, all manner of

of former and other Bargains, Sales, Gifts, Grants, Leaſes, Joyntures, Dowers, Statutes-Merchant, and of the Staple, Recognizances, Intruſions, Judgments, Executions, Rent-charges, Rent-ſeck, Arrerages of Rents, Debts, and Duties to the Kingdom. And off and from all other Charges, Titles, Troubles, and Incumbrances whatſoever, had, made, committed, done or ſuffered by the ſaid M. C. and A. or either of them, their or either of their Heirs or Aſſigns, or by any other perſon or perſons whatſoever: And moreover the ſaid M. C. for himſelf, and for the ſaid A. his Wife, their Heirs, Executors, and Adminiſtrators, and for every of them doth covenant, promiſe and grant to and with the ſaid T. E. his Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe preſents, that he the ſaid M. C. and A. his Wife, their Heirs and Aſſigns, ſhall and will at all times hereafter, and from time to time during the term and ſpace of five years next enſuing the date hereof, upon all and every reaſonable requeſt and requeſts, to him or them, or any of them to be had or made by the ſaid T. E. his Executors, Adminiſtrators or Aſſigns, or any of them, and at the coſts and charges in the Law of him the ſaid T. E. his Executors or Aſſigns, or ſome of them, do make, acknowledge, execute and ſuffer, or cauſe to be done, made, acknowledged, executed and ſuffered, all and every ſuch further lawful act and acts, thing and things, device and devices in the Law whatſoever, for the better confirmation of theſe preſents. And for the better and further aſſurance, ſurety, ſure-making, and conveying of the ſaid Manſion-houſe, Cloſes, and other the premiſes, and every or any of them, with their and every of their appurtenances, for and during the ſaid term of &c. years, hereby granted, or mentioned to be granted unto the ſaid T. E. his Executors, Adminiſtrators, or Aſſigns, according to the true intent and meaning of theſe preſents, as by the ſaid T. E. his Excutors, Adminiſtrators, or Aſſigns, or by his or their Council learned in the Law, ſhall be reaſonably deviſed, &c. In witneſs, &c.

An Aſſignment of the ſame Leaſe and Premiſes to a third perſon in truſt, upon condition that if the money be not paid, the Aſſignment to be void,

THis Indenture made the &c. Between T. E. of &c. on the one part, and T. C. of &c. on the other part, witneſſeth, That whereas M. C. of &c. Gent. and A. C. then Wife of the ſaid M. by their

their Indenture of Leaſe, being dated the &c. for the conſiderations therein mentioned, did demiſe, grant, and to Farm let unto the ſaid T. E. his Executors, Adminiſtrators and Aſſigns, all that his Manſion-houſe, with the Rights, Members and Appurtenances thereof, ſcituate, lying and being in *Arleſcot*, in the Pariſh of N, in the County of N. and all that Cloſe of Paſture, commonly called or known by the name of the great Cloſe, containing by eſtimation fourty Acres, be it more or leſs; and alſo all that Cloſe of Paſture, commonly called or known by the name of the middle Paſture, containing by eſtimation forty Acres, be it more or leſs; and all that Cloſe of Meadow, &c, All and ſingular which ſaid Cloſes, and other the premiſes, then or late were in the tenure or occupation of the ſaid M. his Aſſignee or Aſſignees, and are ſcituate, lying and being in *Arleſcot* aforeſaid, in the ſaid County of N. and alſo all other Meſſuages, Houſes, Edifices, Buildings, Dove-houſes, Orchards, Gardens, Tenements, Meadows, Paſtures, Feedings, Woods, Under-woods, Commons, Waſte-ground, Moors, Marſhes, Rents, Reverſions, Services, Profits, Commodities and Hereditaments whatſoever of them the ſaid M. C. and A. C. or either of them, ſcituate, lying and being in A. aforeſaid, and N. or either of them, in the ſaid County of N. to Have and to Hold the ſaid Manſion-houſe, Cloſes of Meadow, Paſture and Arable, and all and ſingular other premiſes, with their and every of their appurtenances, by the ſaid Indenture of Leaſe demiſed or mentioned to be demiſed, and every part and parcel thereof, unto the ſaid T. E. his Executors, Adminiſtrators and Aſſigns, from the Feaſt of &c. then laſt paſt, before the Date of the ſame Indenture of Leaſe, unto the full end and term of &c. from thence next enſuing, and fully to be compleat and ended, Yielding and Paying therefore yearly, during the ſaid term, unto the ſaid M. C. and A. his wife, and to the Heirs and Aſſigns of the ſaid M, one pepper corn only at the feaſt of &c. if the ſame ſhall be lawfully demanded, as in and by the ſame Indenture of Leaſe amongſt divers other Covenants, Grants, Articles and Agreements therein contained, more fully and at large it doth and may appear. Now this Indenture further witneſſeth, the ſaid T. E. for and under the Proviſo or Condition hereafter in theſe preſents mentioned and expreſſed, hath granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely grant, bargain, ſell, aſſign & ſet over unto

the

the ſaid T. C. his Heis and Aſſigns, all the Eſtate, Right, Title, Intereſt, Property, Poſſeſſion, Term of years, Claim and Demand whatſoever, which he the ſaid T. E. now hath, may, might, ſhould or in any wiſe ought to have or claim, of, in or to the ſaid Manſion-houſe, Cloſes of Land, and other the premiſes, with the appurtenances, by the ſaid Indenture of Leaſe demiſed, and in and to every or any part or parcel thereof, by force and virtue of the ſaid recited Indenture of Leaſe; Provided always, that if the ſaid T. C. his Heirs, Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall not well and truly pay, or cauſe to be paid unto the ſaid T. E. his Executors, Adminiſtratos or Aſſigns, the ſum of &c. at or on &c. without fraud, &c. That then this preſent Indenture, and all and every Covenant, Grant, Article and Agreement therein contained, ſhall be utterly void, fruſtrate and of none effect, any thing herein before ſpecified to the contrary thereof in any wiſe notwithſtanding. In witneſs, &c.

An Aſſignment of a Judgement, with a Letter of Attorney therein aſſerted.

TO all Chriſtian People, to whom this preſent Writing ſhall come, we I.H. Clerk, Parſon of &c. and O.B. of &c. Son & Executor of I.B. late of &c. Gentleman, deceaſed, ſend greeting; Whereas there is a Judgment of 400. *l.* depending in the Court commonly called the Kings-Bench at *Weſtminſter*, againſt E. S. of F. Eſq; and R. S. of F. aforeſaid, Gentleman, at the ſuit of me the ſaid I.H. and of the ſaid I.B. deceaſed, as by the Record thereof remaining in the ſaid Court of Kings-Bench, more at large may appear, upon which Judgment, there hath been Execution lately proſecuted and taken forth. Now know ye that we the ſaid I. H. and O. B. for divers juſt cauſes and valuable conſiderations us hereunto eſpecialy moving, Have granted, transferred, aſſigned & ſet over; and by theſe preſents do clearly and abſolutely grant, transfer, aſſign and ſet over unto *Anthony H.* of *Lincolns-Inn*, in the County of *Middleſex*, Gentleman, his Executors, Adminiſtrators, and Aſſigns, as well the ſaid Judgment of 400. l. aforeſaid, as alſo all the Benefit, Commodity, Sum and Sums of money, profit and advantages whatſoever, that now is, or hereafter ſhall be obtained or gotten, by reaſon or means of the ſame Judgment, or of any Execution or Extent thereof, or thereupon to be had, ſued, executed, or obtained, and all the eſtate, right, title,

title, interest, and demand whatsoever, which we the said I. H. and O. B. or either of us have or ought to have, or claim, of, in and to the said Judgment, of 400. l. or any sum of Money, Lands, Tenements, or other things, which by virtue thereof, or of any Execution, Process, or proceedings thereupon used, shall be recovered, obtained or gotten; and further, we the said I. H. and O. B. do by these presents make, ordain, constitute, authorize and appoint the said A. H. to be our true and lawful Attorney for us, and in our names, or the names of either of us, to Sue and Prosecute the Execution upon the said Judgment, and upon satisfaction given, or any other end, Composition or Agreement made concerning the premisses, to acknowledge satisfaction, or to make and do any other Release and Discharge for the same, and all and every other act or acts, thing or things whatsoever, as shall be requisite and needful to be done, in or about the premisses, we covenant, promise and grant, allow, ratifie, establish and confirm by these presents; And we the said I. S. and O. B. for us, and either of us, our Executors and Administrators, do covenant, promise and grant to and with the said A. H. his Executors, Administrators and Assigns by these presents in manner and form following; That is to say, that neither the said I. B. in his life-time, nor we the said I. H. and O. B. nor any of us have heretofore made, done or committed any Release or other discharge of the said Judgment, or of any Extent or Execution which hath been thereupon sued or executed, nor we the said I. H. and O. B. or either of us, our Executors or Administrators, at any time hereafter shall or will make, commit or do any Release, or other act or thing whatsoever, whereby the said Judgment, or any Extent or Execution which hath been thereupon sued or executed, or which shall be thereupon sued or executed at any time hereafter by the said A. H. or his Assigns, shall be in any manner of wise, hurt, hindred, disabled, debarred or extinguished, without the consent of the said A. H. his Executors or Assigns, thereunto first had and obtained in writing under his or their hands and seals. And further, that we the said I. H. and O. B. our Executors, Administrators and Assigns, and every of us shall and will at all times hereafter, and from time to time upon request made, and at the cost and charges of the said A. H. and his Assigns, maintain, justifie, allow and confirm all such lawful actions, Suits, Process, Extents, Executions and proceedings, what-

whatſoever, as have been, or hereafter ſhall be brought, ſued forth, or proſecuted againſt the ſaid E. S. and R. S. or either of them, their Executors or Adminiſtrators, or their, or any of their Lands, Tenements or Goods, upon or by reaſon of the ſaid Judgment of four hundred pounds above-mentioned; And that the ſaid A. H. his Executors and Adminiſtrators, ſhall and may peaceably and quietly have and hold, receive and enjoy, to his and their own proper uſes and behoofs, all ſuch benefit, ſum and ſums of money, Lands, Tenements, and other things, as by vertue of the ſaid Judgment, or any Extents, Execution, Proceſs, or Proceedings thereupon brought, or to be brought, ſued or proſecuted, ſhall be recovered, obtained or gotten without the let, ſuit, trouble, eviction or diſturbance of us the ſaid I. H. and O. B. or either of us, our Executors, or Adminiſtrators, and without any account or other thing, to us or any of us, to be therefore made or given. In witneſs, &c.

An Aſſignment of a Houſe and Lands, from one who had the ſame in Mortgage, and was forfeited to him.

THis Indenture made &c. between W. B. of &c. on the one part, and G. H. of &c. on the other part, witneſſeth: That whereas B. C. of &c. by his Indenture, bearing date &c. (and ſo go forward with the recitals) And whereas in the ſaid recited Indenture of Aſſignment, there is a proviſo or condition contained for redemption of the premiſes, upon payment of one hundred pounds of &c. on the ſixth day of &c. which then ſhould be, and ſince hath been in the year of our Lord God, &c. At or in the &c. as in and by the ſaid Proviſo or Condition, whereunto relation being had, more fully and at large it doth and may appear, which ſaid ſum of 100 l. &c. or any part thereof, was not paid or tendred to be paid, to or for the ſaid W. B. at the day or place in the Proviſo of Redemption limited for the payment thereof, and yet remaineth unpaid, by reaſon and means whereof the ſaid Meſſuage and other the premiſes, and the whole Eſtate, Leaſe, Right, Title, & Intereſt of the ſaid B. C. in and to the ſame, became forfeited unto the ſaid W. B. and he thereby was, and now is, and ſhall be lawfully intereſſed and poſſeſſed in the ſame premiſes, and every part thereof, during all the reſidue and term of years, which then were, and yet are to come, and unexpired of the term granted to the ſaid B. C. in and by the ſaid Indenture of Demiſe above-mentioned

Now

Now this Indenture further witneſseth, that the ſaid W. B. for and in conſideration of the ſum of &c. to him in hand paid by the ſaid G. H. at and before the enſealing and delivery of theſe preſents, wherof and wherewith, &c. Hath given, granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly, and abſolutely give, grant, &c. unto the ſaid G. H. his Executors, Adminiſtrators and Aſſigns, as well the ſaid Meſſuage, Tenement, Yards, Gardens, Orchards and Cloſes to the ſame adjoyning and belonging; Together alſo with all and every the arable Lands, Meadows, Paſtures, Feedings, Profits, Commodities and Hereditaments whatſoever to the ſaid Meſſuage belonging, or in any wiſe appertaining. And all other the premiſes, with appurtenances whatſoever, in and by the ſaid Indenture of Demiſe granted to the ſaid W. B. as aforeſaid. As alſo all the eſtate, right, title, intereſt, property, poſſeſſion, term of years, claim and demand whatſoever which he the ſaid W. B. his Executors, Adminiſtrators or Aſſigns now have, hath, may, might, ſhould or in any wiſe ought to have or claim, of, in or to the ſaid meſſuage, and other the premiſes, with the appurtenances, and every or any of them, or any part and parcel thereof, by force and vertue of the ſaid Indenture of Mortgage or Aſſignment above recited, or either of them, or any thing in them, or any of them mentioned or contained, or by any other ways or means whatſoever: together with the ſame Indenture of Demiſe, and Mortgage aforeſaid, and all and every other writing, and Minument concerning the ſame; To have and to hold the ſaid Meſſuage, Yards, Gardens, Lands, Meadows, Paſtures, Feedings, Indenture or Demiſe and Mortgage, Writings and Minuments, eſtate, right, title, intereſt, and term of years, and all and ſingular other the premiſes, with the appurtenances, before by theſe preſents, bargain'd, ſold, aſſign'd and ſet over, and every part and parcel thereof, unto the ſaid G. H. his Executors, Adminiſtrators and Aſſigns, to his and their own proper uſes and behoofs, in as large, ample, and beneficial manner and form to all intents, conſtructions and purpoſes as he the ſaid W. B. now hath, may, might, ſhould, or in any wiſe ought to have and enjoy the ſame, by force and vertue of the ſaid Indenture of Leaſe or Demiſe, or the ſaid Indenture of mortgage aforeſaid, or either of them, or any thing in them, or any of them mentioned or expreſſed, or otherwiſe howſoever (a Covenant for diſcharge of incumbrances) in witneſs whereof &c.

A Mort-

A Mortgage of a Leaſe for indemnity of certain ſureties bound in an Obligation made to another in truſt, for their uſe.

THis Indenture made the &c. Between H. H. of &c. Gentleman, on the one part, and R. M. of &c. I. N. and R. D. of &c. Gentleman, on the other part, witneſſeth, That whereas &c. as in and by the ſaid Indenture of Leaſe amongſt other things more fully and at large appeareth. And whereas the ſaid I. N. and R. D. at the requeſt and for the debt of the ſaid H. H. together with him, in and by one Obligation with condition endorſed, bearing date with theſe preſents, are and ſtand joyntly and ſeverally bounden unto R. S. of &c. in the ſum of &c. for the true payment of &c. on the &c. at or in the &c. as in and by the ſaid recited Obligation and condition thereof more at large it doth and may appear. Now this Indenture further witneſſeth, That the ſaid H. H. for the Indemnity and diſcharge of R. and D. their Heirs, Executors and Adminiſtrators, and every of them, of, and from the ſaid recited obligation, and all ſum and ſums of money therein mentioned and contained, and from all actions, ſuits, and demands concerning the ſame; hath given, granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly, and abſolutely give, grant, bargain, ſell, aſſign and ſet over unto the ſaid R. M. his Executors, Adminiſtrators and Aſſigns, as well the ſaid Meſſuage or Tenement, and all and ſingular other the premiſes with the appurtenances, and every part thereof by the ſaid Indenture of Leaſe demiſed, and every part and parcel thereof; as alſo all the eſtate, right, title, intereſt, property, term of years, claim and demand whatſoever, which he the ſaid H. H. his Executors, Adminiſtrators and Aſſigns, now have, hath, may, might, ſhould, or in any wiſe ought to have or claim of, in and to the ſaid Meſſuage or Tenement, and other the premiſes, with the appurtenances, and every or any part or parcel thereof, by force and virtue of the ſaid recited Indenture of Leaſe, or any thing therein contained, or by any other ways or means whatſoever: together with the ſaid recited Indenture of Leaſe: To have and to hold the ſaid Meſſuage or Tenement, Indenture of Leaſe, eſtate, right, title, intereſt, term of years, and all and ſingular other the premiſes, with the apurtenances before by theſe preſents bargained or ſold, or

Conſideration.

Habend.

or meant, mentioned or intended to be hereby given, granted, ſold, aſſigned and ſet over, and every part and parcel thereof, unto the ſaid R. M. his Executors, and Aſſigns, from the enſealing and delivery of theſe preſents forwards, for, during, and until the full accompliſhment of all the reſidue of the ſaid term of &c. now to come and unexpired, granted by the ſaid Indenture of Leaſe in as large, ample, and beneficial manner and form, to all intents, conſtructions and purpoſes, as he the ſaid H.H. now hath, may, might, ſhould, or in any wiſe ought to have and enjoy the ſame by force and virtue of the ſaid recited Indenture of Leaſe, or any thing therein contained, or otherwiſe howſoever. Nevertheleſs upon ſpecial truſt and confidence, that he the ſaid R. M. his Executors, Adminiſtrators and Aſſigns, and every of them ſhall ſtand and be intereſted and poſſeſſed of and in the ſaid Meſſuage or Tenement, and all other the before-bargained premiſſes, with the appurtenances, and every part and parcel thereof, to the only proper uſes and behoofs of the ſaid I. N. and R. D. their Executors, Adminiſtrators and Aſſigns, and to no other uſe, intent or purpoſe whatſoever. And the ſaid H. H. for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid R.M. his Executors, &c. and to and with every of them by theſe preſents, in manner and form following: That is to ſay, That the ſaid recited Indenture of Leaſe at the time of the enſealing and delivery of theſe preſents, is a good, perfect, ſure, and indefeazible Leaſe in the Law of and for the ſaid Meſſuage or Tenement and premiſſes thereby demiſed, and ſo ſhall ſtand, remain, and continue unto the ſaid R.M. his Executors and Aſſigns to the uſes before mencioned, for and during the Term of Years thereby granted and unexpired; And that he the ſaid H. H. now hath full power, good right, true title, and lawful authority to give, grant, bargain, ſell, and ſet over the ſame premiſſes, and every part thereof unto the ſaid R. M his Executors, Adminiſtrators and Aſſigns to the uſe aforeſaid in manner and form above mentioned, according to the true intent & meaning of theſe preſents (A Covenant or quiet enjoying, and from Incumbrances). Provided always, that if the ſaid H. his heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do truly pay or cauſe to be paid unto the ſaid R.S. his Executors, Adminiſtrators or Aſſigns, the ſaid ſum of &c. on the &c. at the place aforeſaid for & in full & clear diſcharge of the ſaid recited Obligation

And that he hath power to demiſe.

Proviſo.

and Condition above-mentioned, that then this Indenture to be void, and of none effect: this Indenture or any thing therein contained to the contrary thereof in any wise notwithstanding. In witness, &c.

A Bill of Sale.

KNow all men by these presents, that I W. H. of &c. for and in consideration of the sum of &c. of lawful money of *England* to me in hand paid, by I. S. of &c. Goldsmith, at and before the ensealing and delivery of these presents, wherewith I confess my self to be fully satisfied, contented and paid, have bargained and sold, and by these presents do fully, clearly, and absolutely bargain and sell unto the said I. S. in plain and open Market within the City of *London*, one Chain of Gold with round links unfothered, weighing twenty ounces of Gold weight; and one Gold Ring enameled, set with a small Table Diamond; To Have and to Hold the said Chain of Gold and Ring, to the said I. S. his Executors, Administrators and Assigns, to his and their own proper uses and behoofs for ever. And I the said W. H. my Executors and Administrators, and every of us, the said Chain and Ring unto the said I. S. his Executors and Administrators, against all people shall and will warrant, acquit and for ever defend by these presents. Provided always, That if I the said W. H. my Heirs, Executors, Administrators, &c. or any of us do well and truly pay or cause to be paid unto the said I. S. his Executors, Administrators or Assigns, the full sum of &c. at or in the &c. without fraud or coven: that then this present Bill, and the bargain and sale of the said Chain and Ring, shall be utterly void, and of none effect, or else to stand and abide in force and vertue.

A Release of Lands Mortgaged.

THis Indenture made the &c. between A. N. of &c. Esq; on the one part, and Sir H. M. of &c. Knight, on the other part, witnesseth, That whereas the said A. N. by his Indenture bearing date the &c. for and in consideration of the sum of &c. by I. H. of &c. well and truly to be paid in manner and form as in and by a Proviso contained in the same Indenture is mentioned, limited and declared, did bargain and sell unto the said I. H. and to his Heirs and Assigns for ever, all that his Grange or Farm of &c. with the appurtenances in the Parish of A. in the

C. of

C. of S. being parcel of the poſſeſſions of the late diſſolved Monaſtery of W. in the ſaid County of &c. and all other his Manors, Meſſuages, Lands, Tenements, Meadows, Feedings, Paſtures, Woods, Underwoods, Leets, Courts, Liberties, Franchiſes and Hereditaments whatſoever, with all and ſingular their appurtenances, ſituate &c. all and ſingular which ſaid premiſes, the ſaid A. N. late bought and purchaſed to him and his Heirs, of the ſaid I. H. Together with all and ſingular Meſſuages, Houſes, Edifices, Buildings, Barns, Stables, Dove-houſes, Orchards, Gardens, Lands, Meadows, Feedings, Paſtures, &c. and Hereditaments whatſoever to the ſaid Grange or Farm of &c. and other the premiſes before mentioned, or any part thereof belonging, or in any wiſe appertaining, or accepted, reputed, taken or known as part, parcel, or member thereof, or heretofore uſed, occupied, demiſed, letten, poſſeſſed or enjoyed, as part or parcel thereof, *To have and to hold* all and ſingular the ſaid premiſes, to the ſaid I. H. his Heirs and Aſſigns for ever, in which ſaid Indenture there is a Proviſo contained; That if the ſaid I. H. his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, ſhould fail in the payment of the ſum of &c. unto the ſaid A. N. his Executors or Adminiſtrators at the day and place in the ſaid Indenture ſpecified, that then the ſaid Conveyance ſhould be void, as in and by the ſaid Indenture more at large it doth and may appear. And whereas the ſaid I. H. hath conveyed and aſſured all and ſingular the ſaid premiſes unto the ſaid Sir M. H. and his Heirs, before the enſealing and delivery of theſe preſents: Now this Indenture witneſſeth, That the ſaid A. N. for and in conſideration of the ſum of &c. to him the ſaid A. N. in hand well and truly ſatisfied and paid by the ſaid I. H. before the enſealing and delivery of theſe preſents; And alſo in conſideration of the full diſcharge and releaſe of the Condition and Proviſo aforeſaid, and at the ſpecial inſtance and requeſt of the ſaid I. H. hath remiſed, releaſed, and quit-claimed, and by theſe preſents doth for himſelf, and his Heirs, remiſe, releaſe, and for ever quit claim unto the ſaid Sir M. H. and to his Heirs for ever, the Condition and Proviſo above-mentioned, and alſo all the Eſtate, Right, Title, Intereſt, Claim, Reverſion, Condition, and Demand whatſoever, which he the ſaid A. N. now hath, or by any manner of ways or means hereafter ſhall or may have of, in, or to the ſaid premiſes, or any part or parcel thereof, and alſo of, in and unto all and ſingular the Lands, Tenements and Hereditaments which the ſaid A. N. hath at any time purchaſed to him and his Heirs, of him

the ſaid I. H. *To have and to hold* the ſaid Grange or Farm, and all and ſingular the premiſſes, with the appurtenances unto the ſaid Sir M. H. his Heirs and Aſſigns, to the only proper uſe and behoof of the ſaid Sir I. H. his heirs and aſſigns for ever, abſolutely without any condition or limitation whatſoever: and the ſaid *A. N.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth covenant, promiſe and grant, to and with the ſaid Sir M. H. his heirs and aſſigns by theſe preſents in manner and form following (*viz.*) That he the ſaid Sir M. H. his heirs and aſſigns, ſhall and may from time to time, and at all times for ever hereafter, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Grange or Farm, and all and ſingular the premiſſes, with the appurtenances conveyed and releaſed, or meant, mentioned or intended to be conveyed or releaſed by theſe preſents, without the let, ſuit, trouble, diſturbance or eviction of the ſaid *A. N.* his heirs or aſſigns, and without the lawful let, ſuit, trouble, diſturbance or eviction of any other perſon or perſons lawfully claiming any eſtate, right, title, or intereſt in, out of, or into the premiſſes, or any part thereof, from, by, or under the ſaid *A. N.* his heirs or aſſigns, or by his, their, or any of their means, act, conſent, aſſent, privity, agreement, or procurement, other then of the ſaid I. H. his heirs and aſſigns, claiming from the ſaid *A. N.* by virtue of the aſſurance aforeſaid: and alſo that all and ſingular the premiſſes, and every part and parcel thereof, ſhall and may from time to time, and at all times for ever hereafter continue and remain unto the ſaid Sir M. H. his heirs and aſſigns, free and clear, and freely and clearly acquitted, exonerated and diſcharged of and from all and all manner of former and other gifts, grants, bargains, ſales, &c. had, made, done, or committed by the ſaid *A. N.* his heirs or aſſigns, or by his, their, or any of their means, act, aſſent, conſent, privity, agreement, or procurement (except before excepted) And the ſaid *A. N.* doth further for himſelf, his Executors, &c. That he the ſaid *A. N.* his heirs and aſſigns ſhall and will from time to time, and at all times before the feaſt of &c. next enſuing the date hereof, at the proper coſts and charges in the Law of the ſaid Sir M. H. Do and execute, or cauſe to be done and executed, all and every ſuch further act and acts, thing and things, device and devices in the Law, as ſhall be reaſonably deviſed, adviſed, or required by the ſaid Sir M. H. his heirs or aſſigns, or by his or their Councill learned in the Law, for the better aſſuring and ſure-making of all and ſingular the

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premisses, with the appurtenances unto the said Sir M. H. his Heirs and Assigns, according to the true intent and meaning of these presents, be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, Inrolled or not Inrolled, Recovery or Recoveries, with double or single Voucher or Vouchers, Release, Confirmation, Warranty, or by any other ways or means whatsoever: In witness whereof, &c.

A Deed of Revocation of certain uses.

TO all Christian people to whom this present writing shall come, R.R. of L. Esq; sends greeting, &c. Whereas the said R. R. in and by two several Indentures or Deeds indented, bearing date the &c. whereof the one is made between the said R.R. and G.W. of &c. of the one part: and I.H. of &c. Genr. of the other part, and the other of them is made between the said R. R. of the one part, and the said G. W. and J. H. of the other part, whereupon a fine was afterwards in due form of Law acknowledged by the said R.R. and *A.* his wife, did assure and entail unto the said R.R. and to the heirs of his body lawfully begotten, with certain remainders over and amongst other things, all those Lands, Meadows, Pastures and Hereditaments, with their appurtenances in N. in the C. of &c. containing by estimation &c. and lately purchased by the said R. R. of one &c. and then in the tenure of &c. or of his Assigns, and in and by the said several Indentures, did likewise assure and entail unto the said R.R. and to the heirs of his body lawfully begotten, with certain remainders, over and amongst other things, all that the Mannor of *Lingate*, with the royalties, rights, members and appurtenances thereof whatsoever in N. and *A.* in the County of &c. and all Lands, Tenements, and Hereditaments to the same Mannor, then or late appertaining, or as part, parcel, or member thereof, then before had, known or reputed, with the appurtenances in N. and A. aforesaid, or either of them, containing by estimation, &c. then lately purchased by the said R. R. as in and by the said several Indentures or Deeds indented (amongst other things therein contained more at large it doth and may appear) in which said several Indentures there is contained a Proviso in these words following, that is to say, Provided always, that if the said R.R. during his natural life, shall by his Deed or Deeds of revocation under his hand and seal testified by two witnesses, or more, revoke, annihilate, and make void, or declare that he doth revoke, annihilate, and make void all or any the

uſes and eſtates in and by theſe preſents limited or raiſed, of, or upon all or any of the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments whatſoever in the ſaid Fine to be contained, and in theſe preſents mentioned, that then from and after the enſealing of ſuch Deed or deeds of revocation, ſuch of the ſaid uſes as ſhall be declared to be revoked ſhall ceaſe and be utterly void, fruſtrate, and of none effect, and that then the ſaid Fine of ſuch parcel or parcels to be revoked ſhall be to the only uſe of the ſaid R. R. and his Heirs for ever, any thing before in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding; as in and by the ſaid Proviſo, in the ſaid ſeveral Indentures mentioned and contained, more plainly may appear. Now know ye, that the ſaid R. R. as well in conſideration that the uſes and eſtates of and in the ſaid Mannor, Lands, Tenements, and Hereditaments in the aforeſaid Indentures of entail ſpecified may touching the ſaid uſes and eſtates remain and be revoked and continue to the ſaid R. R. his Heirs and Aſſigns, to be diſpoſed of at his or their pleaſures, and alſo for divers other good and juſt cauſes and conſiderations him hereunto eſpecially moving, and by the virtue of the Proviſo contained in the ſaid ſeveral Indentures above recited or mentioned, or otherwiſe, hath revoked, annihilated and made void, and by this preſent deed of Revocation, doth revoke, annihilate and make void the ſeveral uſes and eſtates in and by the ſaid Indentures or either of them raiſed or limited of or upon all the ſaid Mannor of *Lingate*, with the Royalties, Rights, members and appurtenances thereof whatſoever in N. and A. aforeſaid or either of them in the ſaid County of &c. and of all the ſaid Lands, Tenements and Hereditaments to the ſaid Mannor of *Lingate* now, or of late appertaining or belonging, or as part, parcel, or member thereof, heretofore had, known or reputed, with the appurtenances in N. and A. aforeſaid, or either of them, containing by eſtimation, &c. late purchaſed by the ſaid R. R. of &c. And further the ſaid R. R. for the conſideration aforeſaid, and by the virtue of the ſaid proviſo contained in the ſeveral Indentures, and otherwiſe, hath revoked, annihilated and made void, and by this preſent Deed of Revocation doth revoke, annihilate and make void the ſeveral uſes and eſtates in and by the ſaid Indentures, or either of them, raiſed and limited of or upon one Cloſe of Land and Paſture, called K. Cloſe, containing by eſtimation, &c. and of, or upon one other Cloſe of Land and Paſture, with the appurtenances,

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uining by eſtimation, &c. in N. aforeſaid, and of or upon two acres of arable Land, by eſtimation, &c. in N. aforeſaid, now in the occupation of &c. or of his Aſſigns. In witneſs &c.

A Grant of the Reverſion of certain Lands.

THis Indenture made, &c. between R. W. of &c. of the one part; and C. D. of &c. of the other part; Witneſſeth, That the ſaid R. W. for and in conſideration of the ſum of &c. hath granted, bargained and ſold, and by theſe preſents doth fully, clearly and abſolutely grant, bargain and ſell unto the ſaid C. D. his Heirs and Aſſigns for ever, all that his right, title, uſe, intereſt, reverſion and remainder of and in all and ſingular, &c. now, or late in the tenure or occupation of &c. which ſaid Meſſuage and other the premiſes with the appurtenances he the ſaid R. W. hath, ſhould or ought to have by and after the deceaſe of A. W. Mother of the ſaid R. Which ſaid Meſſuage or Tenement, Barn, Orchard, &c. with the appurtenances; R. W. deceaſed, late father of the ſaid R. W. party, to theſe preſents, By his laſt Will and Teſtament deviſed willed and bequeathed unto the ſaid A. W. for and during the natural life of the ſaid A. W. and the immediate reverſion or remainder thereof to the ſaid R. W. and his heirs for ever. Together with all the Deeds, Evidences, Charters, Eſcripts, Writings and Minuments, which he the ſaid R. W. or any other to his uſe, of by his conſent or delivery, have or hath, touching or concerning the ſaid Meſſuage or Tenement, and other the premiſſes, or any part or parcel thereof; All and ſingular which ſaid Deeds, Evidences, Charters, &c. the ſaid R. W. hath already delivered at and before the enſealing and delivery of theſe preſents: *To have and to hold* the ſaid reverſion and remainder, all the eſtate, right, title, intereſt &c. of the ſaid R. of, in, and to the ſaid Meſſuage or Tenement and other the premiſſes, with the appurtenances, before by theſe preſents bargained and ſold, or meant, mentioned, or intended to be hereby granted, bargained and ſold, and every part thereof, immediately from and after the deceaſe of the ſaid A. W. the Mother unto the ſaid C. D. his Heirs and Aſſigns for ever, to the only proper uſe of the ſaid C. D. his Heirs and Aſſigns for ever. And the ſaid R. W. for himſelf, his heirs, &c. That he the ſaid R. W. at the day of the date of theſe preſents, is lawfully and ſolely ſeized of and in the revertion and remainder of the ſaid

Meſſuage or Tenement, and of other the premiſſes with the appurtenances, immediately from and after the deceaſe of the A.W of a true and perfect eſtate of inheritance, in the Law in Fee to his own uſe without any manner of Condition, Mortgage, or Redemption. And further that the ſaid reverſion or remainder of the ſaid Meſſuage or Tenement, and of other the premiſes, with the appurtenances, from, by, and after the deceaſe of the ſaid A.W. the Mother, and at the day of the date hereof, are and be, and ſo at all times from henceforth, ſhall be and continue, free, clear, and clearly acquitted, exonerated, and diſcharged, and freely ſaved harmleſs by the ſaid R.W. his Heirs, Executors and Adminiſtrators, of and from all and every former and other bargains, ſales, gifts, grants, leaſes, ſtatutes marchant and of the ſtaple, recognizances, joyntures, dowers, wills, entails, intruſions, rents charge, rents ſeck, arrerages of rents, and of and from all other charges, titles, troubles, incumbrances and demands whatſoever, had, made, committed, ſuffered or done by &c. In witneſs, &c.

An Aſſignment of a Recognizance, with very good covenants therein aſſerted.

THis Indenture made the &c. between T.P. of &c. Gent. on the one part, and C.D. and R.D. of &c. on the other part; Witneſſeth, That whereas W.P. of &c. Son and Heir apparent, &c. by one Recognizance acknowledged in his Majeſties High Court of Chancery, bearing date &c. hath acknowledged himſelf to owe and ſtand indebted unto the ſaid T. P. in the ſum of &c. payable to the ſaid T. or to his certain Attorney, his Executors or Adminiſtrators in manner and form as by the ſaid Recognizance, together with a certain Condition there under written in the ſaid Court of Chancery inrolled, and remaining on Record, more at large it doth and may appear. Now the ſaid T. P. for divers conſiderations him thereunto moving, hath granted, bargain'd, aſſign'd and ſet over, and by theſe preſents doth &c. unto the ſaid C.D. & R.D. the ſaid Recognizance, and all and every ſum and ſums of money therein contained, and all the profits, benefits, advantages, and commodities which ſhall or may in any wiſe hereafter grow, be had, made, gotten, ariſe, accrue, or come to the ſaid T.P. his Executors or Aſſigns upon or by reaſon of the ſaid Recognizance, or any thing therein contained. And alſo the ſaid T.P. doth by theſe preſents authorize and appoint, conſtitute, ordain and make the ſaid C. & R.

R. their Executors, Administrators and Assigns, and every of them, his Attorney and Attorneys irrevocable, of and for the said T.P. his Executors and Administrators, and in his and their name or names, to sue and prosecute all and every such lawful action, execution, and process, actions, executions and processes, as shall or may be commenced, sued, or tried, in, upon or concerning the said Recognizance, or any sum or sums of money, debts, duties, or demands whatsoever, in the same contained, comprized or specified, or by reason thereof to be had or obtained. And other Attorney or Attorneys, for or under them or any of them, or in their or any of their behalfs to substitute, make & ordain, and the same disallow, change or remove when & as often as they the said C. & R. their Executors, Administrators or Assigns, or any of them, shall think good. And the same sum and sums of money, profits, commodities & demands, and every of them, or any other thing in satisfaction thereof to receive, have, take & enjoy, to the only proper use & behoof of the said C. & R. their Executors & Assigns, or any of them; and therefore, or for the same to make any composition, agreement or discharge whatsoever, which they the said C. & R. their Executors, Administrators and Assigns, or any of them, shall think good: And also the said T.P. for himself, &c. That he the said T.P. his Executors, Administrators and Assigns, shall and will quietly permit and suffer the said C. & R. their Executors, Administrators and Assigns, and every of them, at their, or some of their own proper costs and charges, to prosecute, sue, implead and attempt, at any time or times, and from time to time hereafter, All and every such lawful and reasonable action, execution, suit, process and demand whatsoever, in the name or names of the said T.P. his Executors, Administrators or Assigns, as he the said T.P. his Executors, Administrators or Assigns, or any of them may, might, should, or ought to have done, upon or by force or means of the said recognizance, or touching or concerning any sum or sums of money, duty, or demand whatsoever concerning the same, or any thing therein contained, comprized or specified, or any thing thereupon to be had or obtained: And that he the said T.P. his Executors, Administrators and Assigns, shall and will at every time and times hereafter, and from time to time, at and upon the reasonable request and at the cost and charges of the said C. & R. or one of them, their or one of their executors, administrators or assigns, avow, justifie & maintain all the said actions, suits, processes and demands; and that neither he the said T. P. nor his Executors, Administrators, or

Assigns,

Assigns, shall at any time hereafter revoke, discontinue, discharge release, or otherwise wittingly or willingly hinder or delay any such action, execution, suit, process or demand whatsoever, as shall be so attempted, pursued, or had, as is aforesaid, or any of them, without the consent of the said G. D. and R. D. or any of them, first had and obtained; And also that neither he the said T. P. at any time heretofore hath received the sum of &c. nor hath released extinguished, determined, or in any wise discharged the said Recognance, or hath at any time done or committed, or shall hereafter without the special consent of the said C. and R. their Executors, Administrators or Assigns, and some of them, first had and obtained in writing, willingly do or commit any act or thing, whereby, or by reason whereof, any such action, execution, suit, process, or demand whatsoever, as shall be so attempted, pursued, or had by the said C. and R. their Executors, Administrators, or Assigns, or any of them, in the name or names of the said T. P. his Heirs, Executors, or Administrators, upon, concerning, or by reason of the said Recognizance, or any thing or demand thereof to be had, shall or may be discharged, released, or barred, And also that they the said C. D. and R. D. their Executors, Administrators, and Assigns, and every of them, shall or may at all times hereafter have, receive and take to their own proper use and behoof, the whole execution, benefit and commodity, and all and every sum or sums of money, and other thing or things whatsoever, as at any time hereafter shall fortune to be recovered, had, and obtained by reason of the said Recognizance, or any such action, suit, extent & execution, as shall or may be commenced, had, pursued or obtained, as is aforesaid, without any let, charge, hindrance or interruption of the said T. P. his Executors, Administrators, or Assigns, or any other person or persons whatsoever, by his or their assent, consent, title, means or procurement, and without any account therefore to them, or any of them to be yielded or made; & also the said T. P. his Executors, Administrators & Assigns, & every of them, at all time & times hereafter, upon or within convenient time, after every reasonable request and warning to him or them to be made or given, and at the Cost and Charges of the said C. D. and R. D. their Executors, Administrators, or Assigns, or some of them, shall do, knowledge, and suffer, or cause to be done, &c. all and every such lawful Warrant and Warrants of Attorney, and other lawful and reasonable act and acts, thing and things, device and devices, as by the said C. and R. or one of them, their

their Executors, Administrators or Assigns, or some of them, their or some of their Counsel learned in the Law, shall be reasonably devised or required, either for the clear acquitting, cancelling or discharging of the said Recognizance, or for the better obtaining, having, holding or assuring (to them the said C. and R. their Executors and Administrators, or to such person or persons as they, or the survivor of them, or the Executors, or Administrators, or the survivor of them, shall name or appoint) the said Recognizances, or any sum or sums of money therein mentioned, and of all, every or any sum or sums of money, Goods, Chattels, Lands, Tenements, Hereditaments and other thing and things whatsoever, which he the said T. P. his Heirs, Executors, Administrators or Assigns, now are, or any of them is or at any time hereafter shall be entitled unto by force or concerning the said Recognizance, or any Execution, matter or thing thereupon to be had, sued or made at the Election or choice of the said C. D. and R. D. their Executors, Administrators or Assigns, or any of them, and shall not release or discharge the said Recognizance, or any Execution, matter or thing thereupon to be had, or any part thereof. In witness, &c.

A general Release.

KNow all men by these presents, That I A.G. of &c. Gent. have remised, released, and for ever quit-claimed, and by these presents do for me, my Executors, and Administrators, and every of us clearly and absolutely remise, release, and for ever quit-claim unto G. H. &c. his Executors and Assigns, all and all manner of actions, Suits, Quarrels, Debts, Duties, Bonds, Bills, Writings Obligatory, Reckonings, Accounts and Demands whatsoever, which against the said G.H. ever I have had, may have, or which I, my Executors or Administrators, or any of us at any time hereafter shall or may have, for or by reason or means of any matter, cause or thing whatsoever, from the begining of the World, until the day of the date of these presents. Witness my hand and seal, &c.

A Release from one that hath lost the Counterpart of his Lease.

TO all Christian people to whom this present Writing shall come, H.E. of &c. sendeth greeting: Whereas I.T. of &c. in and by one Indenture of Lease, bearing date the &c. for the con-

conſideration therein expreſſed, did demiſe, grant, betake, and to farm let, unto me the ſaid H. B. my Executors, Adminiſtrators and Aſſigns, (reciting the grant) In which ſaid Indenture of Leaſe there are divers Covenants, Grants, Articles, and Agreements, on the part and behalf of the ſaid T. S. his Executors, Adminiſtrators and Aſſigns, to be obſerved, performed, and kept, as by the ſame Indenture of Leaſe, amoag divers other thing and things therein contained, more at large appeareth. Now know ye, that I the ſaid H. B. for divers good cauſes, and &c. have by theſe preſents remiſed, releaſed, and always of & for me, my Executors & Adminiſtrators, for evermore quit-claimed unto the ſaid T. S. his Executors, Adminiſtrators and Aſſigns, all and ſingular the Covenants, Grants, Articles, Proviſoes, Conditions, Clauſes, Sentences and Agreements whatſoever, in the ſaid Indenture of Leaſe mentioned or contained, which on the part and behalf of the ſaid T. S. his Executors, Adminiſtrators or Aſſigns, are or ought to be obſerved, performed and kept, and alſo of and from all and all manner of actions, ſuits, quarrels, benefits, commodities, and advantages, that ſhall or may happen to ariſe or grow, by reaſon or means of them, or by the breach or not performing of all and every the ſaid Covenants, Grants, Articles, Clauſes and Agreement, or any of them; and alſo I the ſaid H. B. have remiſed, releaſed, ſurrendred, aſſigned and ſet over, and by theſe preſents do remiſe, releaſe, ſurrender, aſſign and ſet over, from me, my Executors, Adminiſtrators and Aſſigns unto the ſaid T. S. his Executors, Adminiſtrators and Aſſigns, all the Eſtate, Right, Title, Intereſt, Term of years, Property, Claim and Demand whatſoever, which I the ſaid H. B. now have, or that I, my Executors, Adminiſtrators or Aſſigns, or any of us ought to have, or claim of, in and to all and ſingular the premiſes, to me the ſaid I. B. in and by the ſaid Indenture of Leaſe demiſed as aforeſaid, and of, in and to every or any part or parcel thereof. In witneſs, &c.

A Releaſe of Fines and Forfeitures due to the King, and to the Informer, upon the Statute of Recuſancy.

TO all people to whom this preſent Writing ſhall come, I *A.S.* of &c. ſend greeting: Whereas I the ſaid *A.S.* in or about the firſt day of &c. did exhibit & prefer into the Kings Majeſties Court of *Common Pleas* at *Weſtminſter*, one Bill of Information, touching, and upon the Statute of Recuſancy, againſt

F. M. of &c. for the supposed Christening of a Child of the said F. contrary to the said Statute and Laws of this Realm, as by the same information depending and remaining in the same Court of *Common Pleas*, more at large appeareth. Now know ye, that I the said *A. S.* for and in consideration of a certain sum of lawful &c. to me in hand paid by the said *F. M.* before the ensealing and delivery of these presents, have remised, released, and quit-claimed, and by vertue of one Indenture to me made and granted, from the Right Honourable *E.* Lord *Ewre*, and *F.* Lord *Morley*, for the prosecution, ending, and compounding for, of all matters concerning the said Statute, do remise, release, and for ever quit-claim unto the said *F. M.* his Executors and Administrators, all and all manner of actions and causes of actions, suits, and troubles, now, or at any time heretofore, by my means or procurement prosecuted, and depending in his Majesties said Court of *Common Pleas*, or elsewhere, against the said *F. M.* touching the Statute before mentioned, and all Fines, Forfeitures, Penalties, sum and sums of money, and demands due and payable, or which of Right ought to be due and payable either to our Soverreign Lord the Kings Majesty that now is, his Heirs or Successors, by reason or means of the breach, or non-performance of the said Satute, or to me the said *A. S.* my Executors or Administrators, by virtue of the Indenture aforesaid, or of any Information in that behalf exhibited, or otherwise howsoever. And I the said *A. S.* for me, my Executors and Administrators, by these presents do covenant and grant, to and with the said *F. M.* his Executors and Administrators, That I the said *A. S.* my Executors and Administrators, and every of us, shall and will at all times hereafter for ever, well and sufficiently maintain, uphold, make good, and defend this present Release to the said *F. M.* his Executors and Assigns, and every of them, against all persons that shall or may at any time hereafter deny, oppose or contradict the same, and also save harmless the said *F. M.* his Executors and Administrators, and every of them, from all actions, suits, charges and troubles that may or shall arise, be prosecuted or brought against the said party, by any other person or persons whatsoever, concerning the premises. In witness, &c.

A Resignation or Release from one used in trust of all the benefit he might claim, by virtue of any Covenant in the Indenture.

TO all Christian people to whom this present writing shall come, I J. B. of &c. send greeting. Whereas by one Indenture bearing date the &c. made between R. O. of &c. on the one party, and the said J. B. and J. H. of &c. on the other party, he the said R. O. for himself, his Heirs, Executors, and Administrators, and every of them did covenant and grant, to and with the said I. B. and the said I. H. our Executors and Assigns; That he the said R. O. should and would within the space of &c. next ensuing the date of the same Indenture, convey and assure, or cause to be conveyed or assured to the said R. O. and E. H. daughter to R. R. of &c. with whom the said R. O. was then to be espoused, and to the Heirs of their bodies lawfully begotten, Lands, Tenements, and Hereditaments, of the full and clear yearly value of 1000 *l.* at the least, as by the said Indenture and Covenants therein contained, amongst divers other things, more at large appeareth; And for the performance thereof, according to the said Covenants, the said R. O. by his Obligation dated &c. became bound with sureties to us the said I. B. and I. H. in the sum of &c. as by the same Bond may also appear, in which said Indenture and Bond, the name of me the said I. B. was only used in trust, for the benefit and behoof of the said E. H. Now therefore know ye, that I the said I. B. in discharge of the trust in me reposed, and at the request of the said E. H. have remised, released, surrendred, resigned and set over, and by these presents, for me, my Executors, and Administrators do freely and absolutely remise, release, surrender, resign, and set over unto the said E. H. her Executors and Assigns, all the estate, right, title, interest, use, trust, benefit, priviledge and demand whatsoever, which I the said I. B. have, or may have, or claim of, in, or to any sum of money, or other matter or thing whatsoever; in the said Indenture, Covenant and Bond, contained, mentioned and expressed, or in any of them: So as neither I the said I. B. my Executors, or Administrators, or any of us, at any time hereafter shall or will ask, claim, challenge or demand any interest, use, benefit, trust, priviledge or other thing, in any manner whatsoever, by reason or means of the said Indenture, or any Covenant therein specified, or in, or to the said Bond, or any sum of money therein mentioned,

but

but thereof and therefrom, and from all actions suits and demands which I, my Executors or Assigns, may have concerning the same, shall be utterly secluded, and for ever debarred by these presents. In witness, &c.

An Indenture for justifying of actions upon setting over of a Statute.

THis Indenture made the &c. between R. W. of &c. on the one part, and T. C. of &c. on the other part witnesseth, That whereas I. H. of &c. in and by one Statute of 800 *l.* now appertaining to the said R. W. as Executor of the last Will and Testament of the said &c. Now the said R. W. for divers good considerations him especially moving, hath given, granted, assigned and set over unto the said T. C. his Executors, Administrators and Assigns, as well the said Statute staple aforesaid, as also all the debts of &c. in the said Statute mentioned or contained, to the only proper use and behoof of the said T. C. his Executors, Administrators and Assigns for ever. And further, the said R. W. covenanteth, &c. that he the said R. W. his Heirs and Executors, and the Administrators that hereafter shall happen to be of the Goods, Chattels and Credits of him the said R. W. and every of them, at all times, and from time to time hereafter (upon request) shall maintain, justifie and allow all and every such Action Actions, Suits, Bills, Plaints, Executions, and Demands whatsoever, as the said T. C. his Executors or Administrators, shall commence, pursue or make in the name or names of the said R. W. his Executors or Administrators, that hereafter shall be of the Goods, Chattels, Credits, and Debts of the said R. W. or in the name or names of any of them; and that it shall be lawful to and for the said T. C. his Executors, Administrators and Assigns, and every of them, to take, receive, have and enjoy for ever, to the only use of the said T. C. his Executors, Administrators and Assigns, all and every such sum and sums of money, costs and damages, satisfactions, commodities, profits and advantages whatsoever, which shall be gotten, recovered, obtained or had by reason of any of the actions, writs, bills, plaints, executions and demands aforesaid: or by reason or means of any of them, without any impediment, denial or contradiction of the said R. W. his Heirs, Executors, Administrators or Assigns, that hereafter shall be of the goods,

be of the Goods, Chattels, or Credits of the ſaid R. W. or any of them. In witneſs, &c.

An Indenture between the Scavinger and the Raker for cleanſing the Streets.

THis Indenture made the &c. between R. C. S. P. and T. R. Citizens of *London*, Scavengers of and for the Pariſh of &c. on the one part, and E. D. &c. on the other party, Witneſſeth, That the ſaid E. D. in conſideration of the ſum of &c. to him to be paid in ſuch form as hereafter in theſe preſents is expreſſed, covenanted, promiſed and granted for himſelf, &c. in manner and form following, (that is to ſay) That he the ſaid E. D. his Executors, Adminiſtrators or Aſſigns, ſhall and will (at his and their own proper coſts and charges) cleanſe and make clean, or cauſe to be cleanſed and made clean in the ſaid Pariſh of &c. all the Streets, Lanes, Alleys, and other places whatſoever, within the ſaid Pariſh of &c. as the ſame hath been heretofore uſed and accuſtomed to be cleanſed and made clean, by any Carter or Raker in that behalf appointed, from the *Monday* next after the Feaſt of the *Epiphany* of our Lord God, commonly called *Twelfth-day*, next enſuing the date hereof, until the *Monday* next after the *Epiphany* of our Lord God, which ſhall be in the year of &c. three times in every week weekly, during the ſaid term, to wit, on every *Tueſday*, *Thurſday*, and *Saturday*: And alſo at all other ſuch times and days as the Lord Mayor of the ſaid City of *London* for the time being, the Aldermen of the Wards, His Majeſties Privy Council, or the Common Council of the ſaid City of *London*, or any of them, ſhall appoint or command the ſame; and from thence ſhall carry away & convey all ſuch Channel dirt, filth, ſea-coal aſhes, ſweepings of houſes and ſtreets, lanes, alleys and other places, of and within the ſaid Pariſh of &c. unto ſome convenient Layſtal for the ſame to be provided by the ſaid E. D. his Executors, Adminiſtrators or Aſſigns, at his or their proper coſts and charges. (All Rubbiſh and Ruſhes as ſhall happen to be laid out of the Pariſh Church, &c. during the ſaid term onely excepted.) And further, that he the ſaid E. D. his Executors, Adminiſtrators or Aſſigns, ſhall and will from time to time, and at all times during the ſaid term, clearly acquit, exonerate, and diſcharge, and ſave and keep harmleſs the ſaid &c. and every of them reſpectively, and their Succeſſors in the ſaid Office of Scavenger, during the ſaid term of &c. of and from all and all

manner

manner of Coſts and Charges, Impriſonments, Expences, and Damages whatſoever, by them or any of them to be had or ſuſtained, or otherwiſe put unto, during the ſaid term, for or by reaſon of any negligence or default of the ſaid E. D. his &c. in the premiſes, or any part thereof. And they the ſaid &c. do covenant for payment of the mony at days agreed on, &c. In witneſs, &c.

A Condition to pay a ſum of money at two ſeveral payments.

THE Condition of this Obligation is ſuch, That if the above-bounden J. C. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do well and truly pay or cauſe to be paid unto the above-named R. M. his Executors, Adminiſtrators or Aſſigns, at or in the now dwelling houſe of the ſaid R. M. ſituate &c. the full ſum of 8*l.* & 12*s.* of lawful &c. in manner and form following, (that is to ſay) on the laſt day of *May* next enſuing, 4*l.* thereof, and on the &c. next &c. the other 4*l.* 12*s.* thereof, being the full remainder of the ſaid ſum, &c. without fraud or coven, That then this preſent Obligation to be void & of none effect: But if default ſhall happen to be made in either of the payments aforeſaid, contrary to the true intent and meaning of theſe preſents, that then, &c.

A Letter of Attorney to receive a Debt only.

KNow all men by theſe preſents, That I E. C. of &c. Gent. have aſſigned, ordained and made, and in my ſtead and place by theſe preſents, put and conſtituted my truſty and well-beloved friend F. L. of &c. to be my true and lawful Attorney, for me and in my name, and to my uſe, to ask, ſue for, levy, require, recover and receive of I. W. of &c. Eſquire, all and every ſuch debts and ſums of money, which are now due unto me, by any manner of ways or means whatſoever: Giving and granting unto my ſaid Attorney my whole power, ſtrength and authority in and about the premiſes, and upon the receipt of any ſuch debts or ſums of money aforeſaid, acquittances or other diſcharges, for me and in my name, to make, ſeal and deliver, and all and every ſuch act and acts, thing and things, device and devices whatſoever in the Law, for the Recovery of all or any ſuch Debts or Summes of Money, as aforeſaid, for me, and in my name, to do, execute and perform, as fully, largely, and amply in every reſpect,

to all intents, constructions and purposes, as I my self might or could do, if I were there in mine own person present: ratifying, allowing and holding firm and stable all and whatsoever my said Attorney shall lawfully do, or cause to be done in or about the execution of the premises, by vertue of these presents. In witness, &c.

A Letter of Attorney general to receive Debts and Rents.

KNow all men by these presents, that I A. W. of &c. Esq; have assigned, ordained and made, and in my stead and place have put and constituted my trusty and well beloved friend H. H. of H. &c. to be my true and lawful Attorney for me, in my name, and to my use, to ask, sue for, levy, require, recover and receive of all and every person and persons whatsoever, all and every such debts, rents, and sums of money as are now due unto me, or which at any day or days, time or times hereafter, shall be due, owing, belonging, or appertaining unto me by any manner of ways or means whatsoever: Giving and granting unto my said Attorney, by the tenour of these presents, my full and whole power, strength and authority, in and about the premises, and upon the receipt of any such Debts, Rents, and sums of money aforesaid, Acquittances, or other Discharges for me, and in my name to make, seal and deliver, and all and every other act and acts, thing and things, device and devices in the Law whatsoever, needful and necessary to be done, in or about the premises, for the recovery of any such Debts, Rents, and sums of money as aforesaid, for me, and in my name to do, execute and perform, as fully, largely and amply in every respect, to all intents, constructions and purposes, as I my self might or could do, if I were personally present: ratifying, allowing and holding firm and stable all and whatsoever my said Attorney shall lawfully do or cause to be done in or about the execution of the same, by vertue of these presents. In witness, &c.

A Condition to make an Apprentice free of London, *at the end of his Apprenticeship.*

THe Condition &c. That whereas J. H. the Son of &c. is to be the Apprentice of the above-bound T. R. for the term of seven years, as by the Indenture in that behalf to be made shall appear; If therefore the said T. R. his Executors, Administrators

ſtrators or Aſſigns, at the end of the ſaid term of ſeven years (if the ſaid J. H. ſhall be his Apprentice, and ſhall dwell with, and ſerve him as an Apprentice) do, or ſhall make, or cauſe to be made the ſaid J. H. a freeman of the City of *London*, and of the Company of Cordwayners of the ſaid City, at the proper coſts and charges of the ſaid T. R. That then, &c.

A ſhort Letter of Attorny to receive Money due upon a Bond.

KNow all men by theſe preſents, That I T. A. of &c. have aſſigned, ordained, and made, and in my ſtead and place by theſe preſents, put and conſtituted my truſty and well-beloved Friend I. B. of &c. my true and lawful Attorney, for me, in my ſtead and name, and to my uſe and behoof, to ask, recover and receive of W. S. of &c. G. T. of &c. and I. M. of &c. the ſum of &c. due unto me for the non-payment of the ſum of &c. of like money, on the 20th of &c. laſt paſt, before the date of theſe preſents; As by one Obligation with Condition there-under written, bearing date, &c. in the year of &c. more plainly appeareth; Giving, and by theſe preſents granting unto my ſaid Attorney, my full power and lawful authority in the premiſes, to do, ſay, perform, conclude and finiſh for me, and in my name as aforeſaid, all and every ſuch act and acts, thing and things, device and devices in the Law whatſoever, for the recovery of all the Debts aforeſaid, as fully, largely & amply in every reſpect, as I my ſelf might or could do, if I were perſonally preſent: & upon the receipt thereof, Acquittances or other Diſcharges for me, and in my name, to make, ſeal and deliver: Ratifying, allowing, and holding firm and ſtable, all and whatſoever my ſaid Attorney ſhall lawfully do, or cauſe to be done, in, or about the execution of the premiſes, by virtue of theſe preſents. In witneſs whereof, &c.

A Form of an Award.

TO all Chriſtian People to whom theſe preſent Writing ſhall come, T. M. of &c. ſendeth greeting &c. Whereas divers Controverſies and Debates heretofore have been had, moved, and yet are depending between H. D. of &c. of the one party, and O. L. &c. of the other party; for the appeaſing and determining whereof, the ſaid parties have ſubmitted themſelves, and are become bound each of them to the other, by their ſeveral Obligations, dated &c. in the ſum of &c. with Conditions

upon the ſame Obligations endorſed for the performance of all and every the Award, Arbitriment, Determination and Judgment of me the ſaid T. M. Umpire indifferently elected and choſen, as well on the part and behalf of the ſaid H. D. as on the part &c. To Award, Arbitrate, Determine, and Judge, of and concerning all and all manner of Actions, Suits, Judgments, Executions, Accounts, Reckonings, Treſpaſſes, Striſes, Variance, Quarrels, Controverſies, and Demands whatſoever, had, made, moved, ſtirred or depending between the ſaid H.D. of the one part, and the ſaid O. L. on the other part, from the beginning of the world, until the day of the date of theſe preſents. So always as the ſaid Award, &c. of me the ſaid Umpire, for and concerning the premiſes, be made and put into writing, indented under my hand and ſeal, on or before the &c. as by the ſaid ſeveral Obligations, and their ſeveral Conditions, more plainly appeareth. Now know ye that I the ſaid T. M. Umpire, as aforeſaid, taking upon me the charge of the ſaid Award and Arbitrjment, and having heard and viewed the ſayings and allegations of either of the ſaid parties concerning the premiſes, and minding to ſet an unity and friendſhip concerning the ſame, do thereupon make and put in Writing this Award, Arbitriment, Determination and Judgment, between the ſaid parties, for and concerning the premiſes in manner and form following, that is to ſay: Firſt, I do award, arbitrate, determine, and judge by theſe preſents, That the ſaid H D. his Executors, Adminiſtrators or Aſſigns, ſhall well and truly pay, &c. And I the ſame Umpire do alſo award, &c. That he the ſaid H. D. ſhall on the &c. at the Shop of &c. Seal, and as his abſolute Deed deliver to the ſaid O. L. or to his uſe, a Releaſe, Acquittance, and Diſcharge of and for all and all manner of Actions, Suits, Judgments, &c. from the beginning of the world, &c. In witneſs, &c.

A Leaſe made in conſideration of the ſurrender of a former Leaſe, for a longer time, With Good Covenants.

THis Indenture made the &c. between J. B. of &c. C. D. of &c. and J. D. of &c. on the one part, and T. W. of &c. on the other part witneſſeth, That the ſaid J. B. C. D. and J. D. as well for and in conſideration of the ſurrender of one former Leaſe, dated the &c. made from the ſaid J. B, C. D. and

J. D.

J. D. to H. W. Brother to the ſaid T. W. as alſo in conſideration of the ſum of &c. to the ſaid J. B. in hand paid, before the enſealing and delivery of theſe preſents, by the ſaid T. W. the receipt whereof the ſaid J. B. doth hereby acknowledge, and thereof, and of every part thereof, doth acquit and diſcharge the ſaid T. W. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, have demiſed, granted, and to farm letten, and by the preſents do demiſe, grant, and to farm let, unto the ſaid T. W. all thoſe two Meſſuages or Tenements, with the appurtenances, and three-yard-Land to the ſame belonging, ſituate, lying and being in the Pariſh of &c. late in the ſeveral tenures of the ſaid H.W. deceaſed, and of A. P. Widow, and now in the occupation of the ſaid T. W. and the aforeſaid A. P. together with the lops, tops, and ſhreds of all the hedg-rows, and hedges, growing in and upon eleven Rood of Land in a Field called *Arzons Field*, and a Furlong called *B. Furlong*, and alſo the lop and top of one hedge growing in and upon a Cloſe called *K. Cloſe*, from the Gate by the Lane ſide; and together likewiſe with Common of Paſture for Twelve Kine, and one hundred and twenty Sheep in the Commons and Fields of D. aforeſaid, and all other Fields, Paſtures, Lands, Meadows, Feedings and Grounds whatſoever, with the appurtenances of them the ſaid J. B. C. D. and J. D. which late were in the occupation of them the ſaid H. W. and A. P. or either of them, in D. aforeſaid, and together alſo with all Houſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Back-ſides, Courts, Ways, Eaſements, Profits, Commodities and Advantages whatſoever, to the ſaid two Meſſuages, and other the premiſes belonging or appertaining (except and always reſerved out of this Demiſe and Grant, the Bodies of all Trees of Oak, Aſh, and Elm, now growing or being, or which hereafter ſhall grow, and be, in and upon the premiſes, or in and upon any part or parcel thereof, and alſo except one Barn called, *The Great Barn*, and the yard wherein the ſame ſtandeth, which late were in the poſſeſſion or occupation of the ſaid G. B.) *To Have and to Hold* the ſaid two Meſſuages, Tenements, Three-yard-Land, Houſes, Buildings, Barns, Stables, Orchards, Gardens, and all other the Premiſes, with the Appurtenances before by theſe preſents demiſed, and every part and parcel thereof, (except before excepted) unto the ſaid T. W. his Executors, Adminiſtrators and Aſſigns, from the Feaſt day of &c. before the date of &c. unto the full end and term of &c. from thence next enſuing, *Habend.*

and fully to be compleat and ended, (if T.W. and A.W. party to these presents, G.W. son of T.W. or any of them shall so long live) Yielding and paying therefore yearly during the said term, unto the said I.B. his Heirs and Assigns, the sum of &c. at two usual Feasts or Terms in the year; That is to say, at the Feast of &c. and the Feast of &c. by even and equal portions; and if it shall happen the said yearly Rent of &c. to be behind and unpaid, in part or in all, after either of the said Feasts, in any year during the said Term, in which the same ought to be paid by the space of 28 days, being lawfully demanded, and no sufficient distress to be had or found in or upon the demised premises: That then, and at all times afterwards, it shall and may be lawful to and for the said I.B. his Heirs and Assigns, and every of them, into all and singular the said demised premises, and every part and parcel thereof, wholly to re-enter, and the same to have again and enjoy, as in his or their former estate; and the said T.W. his Executors and Assigns, from thence utterly to expel and put out (this Indenture or any thing before specified to the contrary notwithstanding.) And the said T.W. party to these presents, his Executors, Administrators and Assigns, shall and will from time to time, and at all times hereafter, during the continuance of this present Lease, at his and their proper costs and charges well and sufficiently repair, uphold, sustain, maintain, and keep the said Messuages, or Tenements, and all the Demised Premises, in good and sufficient Reparations, and the same so being well and sufficiently repaired, upholden, and kept, in the end of the said term, or other sooner determination of this Lease, shall leave and yield up unto the said I.B. his Heirs or Assigns, the said T.W. from time to time having and taken (by the Assignment and Appointment of the said I.B. his Heirs or Assigns) sufficient Timber upon the said demised Premises for Reparations of the same, if any such Timber be there to be had; otherwise the said Timber to be found, and Reparations done as aforesaid, at the proper Provision, Costs and Charges of the said T.W. party to these presents, his Executors and Assigns, and that neither the said T.W. his Executors or Assigns, or his or their Under-Tenants shall commit any waste, or strip any Trees, Hedges, Quick-sets, Mounds, or Fences upon the premises. And the said I.B. for himself, &c. doth covenant and grant

Reddend.

To re-enter for non-payment of the Rent.

grant to and with the said T. W. &c. That the said two Messuages or Tenements, Three yard-land, and all other the afore-demised premises, with the appurtenances, and every part and parcel thereof, now are and be, and so from henceforth, during the continuance of this present Lease, shall be, and continue clearly acquitted, exonerated and discharged of and from all and all manner of former bargains, Sales, Gifts, Grants, Joyntures, Leases, Annuities, Rents, Arrerages of Rents, Statutes Merchant, and of the Staple, Recognizances, Judgments, Executions, Wills, Intails, Legacies, Titles, Troubles and Incumbrances whatsoever, had, made, committed, suffered or done, or to be had, made, &c. by the said I. B. or by the said G. B. deceased, his father I. B. his Grandfather and R. B. his Uncle, or by any of them, or by any of their heirs, &c. or by any other person or persons, or by, or through their or any of their means, act, title, consent or procurement (one Lease heretofore made by the said G.B. of one Messuage or Tenement, and other thing, parcel of the premisses before by these presents demised unto the said A. P. for and during the natural life of the said A. whereupon the yearly rent of &c. is reserved, and shall be from henceforth, during the continuance of the same Lease, due and payable unto the said T. W. party to these presents, his Executors, Administrators and Assigns, (only excepted and foreprized.) And further, the said I.B. for himself, his Heirs, Executors and Administrators doth covenant, &c. That if at any time hereafter during the space of ten years next ensuing the date of these presents, the said T.W. or his Assigns, shall be minded to exchange, and put in one other life in the stead and place of any of them the said T. W. the Son of G. and A.W. the party put out, being then living, That then within three weeks next after request in that behalf made, and payment of &c. to the said I. B. in the consideration thereof, he the said I.B, his Heirs or Assigns, shall and will at the costs and charges of the said T. W. party to these presents, his Executors or Assigns, make, seal and deliver in due form of Law, unto the said T. W. party to these presents, his Executors, and Assigns, one other good and sufficient Lease for the residue of the said term which shall be then to come (if any two of the persons before named) and such other person as

That the premisses are discharged of incumbrances.

To exchange a Lease within ten years.

ſhall be then nominated and put in, ſhall ſo long live, and under the like rents, covenants and conditions, as in theſe preſents is expreſſed, (*Mutatis Mutandis*) And further, that the ſaid T.W. party to theſe preſents, his Executors, Adminiſtrators and Aſſigns, and every of them, under the Rents and Covenants herein before-mentioned, ſhall and may peaceably and quietly have, hold, poſſeſs and enjoy the ſaid two Meſſuages or Tenements, Three yard-land, and all other the before demiſed premiſſes, with the appurtenances, and every part thereof, during the whole Term hereby granted, if the ſaid T. W. the ſon of G. W. and *A. W.* or ſuch other perſons as ſhall be hereafter named, with two of them in the ſtead and place of any of them ſo dying, or exchanging, ſhall ſo long live, without the lawful let, trouble, eviction or contradiction of the ſaid I.B. his Heirs or Aſſigns, or of the Heirs, Executors or Aſſigns of the ſaid G. B. deceaſed, or of any other perſon or perſons whatſoever (except only the ſaid A. B. for her Leaſe before-mentioned) And the ſaid C. D. and I.D. for themſelves and either of them ſeverally and reſpectively, and not the one for the other, nor the others act, and for their ſeveral Executors, Adminiſtrators and Aſſigns, do covenant, promiſe and grant to and with the ſaid T.W. party to theſe preſents, his &c. That he the ſaid T. W. his Executors, Adminiſtrators and Aſſigns, and every of them, ſhall and may according to the tenour and true meaning of theſe preſents, peaceably and quietly have, hold and enjoy all the ſaid demiſed premiſſes, with the appurtenances and every part thereof free and clear, and freely acquitted and diſcharged of and from all and all manner of former bargains, ſales, gifts, grants, leaſes, joyntures, dowers, uſes, wills, intails, ſtatutes, recognizances, judgments, extents and executions, and of and from all other eſtates, titles, troubles and incumbrances whatſoever, had, made, committed, ſuffered or done by them the ſaid C. D. and I. D. or either of them, or by any other perſon or perſons, by their, or either of their means, act, title, or procurement. And laſtly, the ſaid I. B. for himſelf, &c. that he the ſaid I. B. his Heirs, and Aſſigns, and every of them, ſhall and will at all times hereafter, and from time to time upon requeſt made, at the coſt and charges in the Law of the ſaid T. W. party to theſe preſents, his Executors or Aſſigns, or ſome of them, make, do and execute, or cauſe to be made, done and executed, all and every ſuch further and other reaſonable act and acts, thing

For further aſſurance.

thing and things whatſoever, for the further and more better aſſurance, ſureties making, and conveying of the ſaid demiſed premiſſes, with the appurtenances and every part thereof unto the ſaid T.W party to theſe preſents, his Executors and Aſſigns, during the time aforeſaid, and in ſuch manner and form, and upon ſuch Rents, Covenants and Conditions, as is before herein mentioned, according to the effect and true meaning of theſe preſents, as by the ſaid T. W. his Executors or Aſſigns, or by his or their Council learned in the Law ſhall be reaſonably deviſed or adviſed and required. In witneſs, &c.

A Grant of an Extent penned by Mr. Thomas Bromley, *then Solicitor.*

THis Indenture made &c. between B.D. of &c. and W. D. of &c. on the one party; and T.B. G.B. and T.O. of &c. on the other party; Witneſſeth, That whereas the Right Honourable E. Lord S. by the name of E.S. Eſq; by one Recognizance bearing date &c. taken, acknowledged and ſealed, before Sir R.D. Knight, Lord Chief Juſtice of *England*, according to the form of the ſtatute for the Recovery of Debts in that caſe provided, ſtandeth bound to the ſaid I. D. in the ſum of &c. Payable, &c. as by the ſame Recognizance, &c. And whereas alſo the ſaid I.D. hath extended, and to him is delivered in the Execution the manner of N. with the appurtenances, in the County of &c. at the yearly rent of &c. for non-payment of the ſaid ſum of &c. Now the ſaid I.D. for divers good cauſes and good conſiderations him hereunto eſpecially moving, hath granted, aſſigned and ſet over, and by theſe preſents doth grant, aſſign and ſet over unto the ſaid W. D. T. B. G. B. and T. O. all the eſtate, right, title, intereſt and demand whatſoever, which he the ſaid I. hath by reaſon of the ſaid extent, of, in, and to the ſaid Manor of N. with the appurtenances, and of, in and to every part and parcel thereof, and of, in, and to all ſingular meſſuages, lands, tenements, meadows, leaſes, paſtures, feedings, rents, reverſions, ſervices and hereditaments with the appurtenances, ſo extended & delivered in execution, as aforeſaid: And the ſaid I.D. for himſelf &c. that he the ſaid I.D. his Executors, Adminiſtrators or Aſſigns, at any time or times hereafter, ſhall not do any act or acts, thing or things, whereby the ſaid extent & extents, or the eſtate, title or intereſt of the ſaid W. D. &c. or any of them, or of the Executors, Admi- *Recital of the Recognizances.*

Adminiſtrators or Aſſigns of them, or any of them, by reaſon of the ſaid extent, may be in any wiſe hurt, hindred, impeached, diſcharged, undone, or made void. And further, that he the ſaid I.D, his Heirs, Executors and Adminiſtrators, ſhall and will at the reaſonable requeſt, coſts and charges in the Law of the ſaid W. D. or any of them, do and ſuffer to be done, made and acknowledged all and every ſuch lawful and reaſonable act and acts, thing and things, device and devices in the Law whatſoever, for the further aſſurance, ſurety, ſure-making and conveying of the premiſes, for and during all the time and term of the ſaid extent and execution, unto the ſaid T.B. G.B. and T.O. as by the learned councel of them, or any of them, ſhall be reaſonably deviſed or adviſed and required. In witneſs, &c.

An Aſſignment of a Bond for performance of Covenants.

TO all Chriſtian People, &c. I. I. &c. ſendeth greeting, &c. Whereas R.D. of &c. by his Obligation bearing date, &c. became bound unto the ſaid I.I. in the ſum of &c. conditioned for performance of the Covenants contained in one pair of Indentures of bargain and ſale, of the Inne called K. in C. &c. in the &c. with certain Lands thereunto belonging: which Inne and premiſſes are now by the ſaid I. I. bargained and ſold unto M.W. of &c. his Heirs and Aſſigns, Now the ſaid I.I. for the better enjoying of the ſaid Inne, and other the Lands and Tenements thereunto belonging, hath as much as in him is, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely aſſign and ſet over unto the aforeſaid M. W. his Heirs, Executors and Aſſigns, the ſaid recited Obligation, and all ſum and ſums of money therein mentioned, and the benefit and advantage thereof to be had, or made. And the ſaid I.I. for himſelf, &c. doth covenant and grant to and with the ſaid M W. &c. That he the ſaid M.W. his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall and may in lawful manner, at his and their coſt and charges, in all things, from time to time, and at all times hereafter, ſue for, levy, recover and enjoy all ſum and ſums of money, benefit and advantage whatſoever, which ſhall or may be gotten by virtue, force or means of the ſaid recited Obligation, in the name of the ſaid I.I. his Executors or Adminiſtrators, without any manner of non-ſuit, releaſe, trouble, denial or interruption of the ſaid I.I. his Executors or Adminiſtrators; unleſs it be by conſent of the

the ſaid M.W. his Heirs or Aſſigns in writing firſt had and obtained. And he the ſaid M. W. for himſelf, &c. doth covenant, &c. That he the ſaid M. W. his Executors or Adminiſtrators, ſhall and will from time to time, and at all times hereafter, ſave and keep harmleſs the ſaid I. I. his Executors or Adminiſtrators, and every of them, off and from all and all manner of coſts and charges to ariſe by means of any ſuit, upon or by reaſon of the ſaid Obligation. In witneſs, &c.

A Releaſe of an Annuity.

TO all Chriſtian People, *&c.* We N.B. and A.B. of *&c.* ſend greeting, *&c.* Whereas Sir I.B. of *&c.* by his Deed indented bearing date *&c.* for the conſide- *Recital.* rations therein mentioned, did give and grant unto W.L. and R.P. of *&c.* one annuity or yearly rent of *&c.* to be iſſuing and going out of all and ſingular the Mannors, Meſſuages, Lands and Tenements, called H. and L. within the Pariſh of *&c.* and out of all the Lands, Tenements and Hereditaments, with the appurtenances in H. and L. within the ſaid Pariſh of *&c.* in the ſaid County of *&c.* to have, hold, receive and enjoy all the ſaid annuity or yearly rent of *&c.* to the ſaid W. L. and R. P. their Executors or Aſſigns, for and during the natural life of the ſaid Sir I. B. the ſaid annuity or yearly rent of *&c.* to be payable to the ſaid W. and R. their Executors and Aſſigns, during the life of the ſaid Sir I. B. at two Feaſts in the year, *viz.* at the Feaſt of *&c.* at or in the *&c.* as by the ſame Deed indented thereof made, more at large it doth and may appear. Since the which time, the ſaid W. L. is dead, and the ſaid R. P. him ſurvived. And whereas alſo the ſaid R. P. by his Deed indented, bearing date, *&c.* for the conſiderations therein mentioned, did demiſe, grant, bargain and ſell unto the ſaid N. B. his Executors and Aſſigns, the ſaid annuity or yearly rent of *&c.* and every part thereof, to have and to hold unto the ſaid N. B. his Executors and Aſſigns, for and during the term of *&c.* from thenceforth next and immediately enſuing, and fully to be compleat and ended, if the aforeſaid Sir I. B. ſhould ſo long live, as in and by the ſaid Indenture laſt mentioned more, *&c.* Now know ye, that we the ſaid N. B. and A. B. for and in conſideration of a certain competent ſum of lawful money of *England* to us in hand paid at and before the *&c.* by G. S and R. G. of *&c.* Eſq; whereof and

where

wherewith &c. have remiſed, releaſed and quit-claimed, and by theſe preſents for us and either of us, our and either of our Executors and Aſſigns, and every of us, do fully, clearly and abſolutely remiſe, releaſe, and for ever quit-claim unto the ſaid G. S. and R. G. their Heirs and Aſſigns, and every of them, in their, or ſome, or one of their full and peaceable poſſeſſion, as well the ſaid annuity or yearly rent of &c. before-mentioned, and every part and parcel thereof. And all rents, arrearages of rents, penalties, forfeitures, *nomine pœnæ*'s, and diſtreſſes whatſoever, at any time or times heretofore due or forfeited by reaſon of the non-payment of the ſaid annuity or yearly rent of &c. or any part or parcel thereof: As alſo all the eſtate, right, title, intereſt, property, term and terms of life, lives and years, reverſion, claim and demand whatſoever, which we the ſaid N. B. and A. B. or either of us, our or either of our Executors or Aſſigns, now have, may, might, ſhould or in any wiſe ought to have or claim of, in and to the ſaid annuity or yearly rent of &c. above-mentioned, or any part thereof, by force and virtue of the ſaid ſeveral Deeds indented, above-recited or mentionod, or either of them, or otherwiſe howſoever; To have and to hold the ſaid annuity rent of &c. and the eſtate, right, title, intereſt of all other the before-mentioned premiſſes, with the appurtenances, and every part and parcel thereof unto the ſaid G.S. and R.G. their Heirs and Aſſigns for ever, ſo as neither we the ſaid N.B. and A.B. or either of us, our, or either of our Executors or Aſſigns, or any of us, ſhall or will at any times hereafter, ask, claim, challenge or demand any eſtate, right, title, or intereſt, in or to the ſaid annuity or yearly rent of &c. or any part thereof; But thereof and therefrom, and from all actions, ſuits, titles and demands concerning the ſame, ſhall be utterly ſecluded, and for ever debarred by theſe preſents. In witneſs whereof, *&c.*

A ſhort Leaſe of certain Tythes.

THis Indenture made the &c. between Sir E.S. of &c. on the one part, and M.D of &c. on the other part, witneſſeth, That the ſaid Sir E. S. for divers good cauſes and conſiderations him moving, and eſpecially of the good opinion he hath and conceiveth of the ſaid M. D. hath demiſed, granted, betaken, and to farm-letten *Grant.*

and

and by theſe preſents doth, &c. unto the ſaid M. D. and his Aſſigns, all the Tythes of Corn, Grain, and Hay yearly coming, renewing and growing within the Townſhip of &c. and within the Lordſhip of &c. in the County of G. and now held by E.L. of &c. To have and to hold, receive, take and enjoy all the the ſaid tythes of corn, grain and hay, unto the ſaid M.D and his Aſſigns, from and immediately after the date of theſe preſents, unto the full end and term of 21 years from thence next enſuing, and fully to be compleat and ended and that in as large and ample manner as as the ſame lately were held and enjoyed by the ſaid E. L. Yielding and paying therefore yearly during the ſaid term, unto the ſaid Sir E.S. his Heirs and Aſſigns the ſum of &c. at the Feaſt of &c. at one whole entire payment: And if it ſhall happen the ſaid yearly rent of &c. to be behind or unpaid, in part, or in all, by the ſpace of &c. next following the ſaid Feaſt being lawfully demanded, that then for every ſuch default the ſaid M. D. or his Aſſigns ſhall forfeit and pay unto the ſaid Sir E.S. his Heirs and Aſſigns, the ſum of &c. over and beſide ſuch arrerages, as then ſhall happen to be behind and unpaid; and the ſaid Sir E.S. for him, his Heirs, Executors, and Adminiſtrators, doth covenant &c. That he the ſaid M. D. his Executors and Aſſigns ſhall and may at all time and times from henceforth, for and during all the ſaid term hereby granted, peaceably and quietly have, hold, occupy, poſſeſs and enjoy, all the ſaid tythes of corn, grain and hay (paying the Rent beforereſerved) without any manner of lawful let, eviction, diſturbance or contradiction of the ſaid Sir E. S. his Heirs or Aſſigns, or of any other perſon or perſons, by his or their means, conſent or procurement. In witneſs, &c.

Habend.

Reddend.

A nomine pœnæ for non-payment of the Rent.

A Deed of Gift.

TO all people to whom this preſent writing ſhall come, I A.B. of &c. ſend greeting, &c. Know ye that I the ſaid A. B. for, and in conſideration of the ſum of &c. which I the ſaid A.B. do owe and am indebted unto T.S. of &c. have given, granted, and ſold, and by theſe preſents do fully, clearly, and abſolutely

ſolutely give, grant, bargain, ſell and confirm unto the ſaid T. S. all and ſingular ſuch my Goods, Chattels, and Implements of houſhold, and Commodities whatſoever, as are contained and ſpecified in a certain ſchedule here- *Habend.*
unto annexed: *To have and to hold*, all and ſingular the goods, chattels, implements of houſhold, and commodities whatſoever, as aforeſaid, to the aforeſaid T. S. his Executors, Adminiſtrators and Aſſigns, to his and their own proper uſes and behoofs for ever thereof and therewith to do, uſe and diſpoſe, at his and their will and pleaſure, as of his and their own proper goods and chattels, without any manner of challenge, claim or demand of me the ſaid A. B. or of any other perſon or perſons for me, in my name, by my cauſe, means, conſent or procurement: And further, know ye, that I the ſaid A.B. have put the ſaid T. S. in full poſſeſſion of all and ſingular the aforeſaid premiſſes, by the delivery unto him (at the enſealing hereof) of one goblet of ſilver, in name of all the ſaid goods. In witneſs whereof, &c.

Another Deed of Gift.

TO all People, &c. I B.C. of &c. ſend greeting, Know ye that I the ſaid B.C. as well for and in conſideration of the natural affection and brotherly love which I have and bear unto my well-beloved brother P. C. of &c. as alſo for divers other good cauſes and conſiderations me at this preſent eſpecially moving, have given and granted, and by theſe preſents do give, grant and confirm unto the ſaid P.C. all and ſingular my Goods, Chattels, Leaſes, Debts, ready money, Plate, Jewels, Rings, Houſhold-ſtuff, Apparel, Utenſils, Braſs, Pewter, Bedding, and all other my ſubſtance whatſoever, moveable, and immoveable, quick and dead, of what kind, nature quality or condition ſoever the ſame are, or be, and in what place or places ſoever the ſame be, ſhall or may be found, as well in mine own cuſtody or poſſeſſion, as in the poſſeſſion, hands, power and cuſtody of any other perſon or perſons whatſoever, *To have and to hold*, all and ſingular the ſaid Goods, Chattels, Leaſes, Debts, and all other the aforeſaid premiſes, unto the ſaid B.C. his Executors, Adminiſtrators & Aſſigns, to his and their own proper uſes and behoofs, for ever freely and quietly, without any matter of challenge, claim or demand of me the ſaid P. C. or of any other perſon or perſons whatſoever, for me, in my name, by my cauſe, means, or procurement, and with-

out any money or other thing therefore to be yielded, paid, or done unto me the ſaid B.C. my Executors, Adminiſtrators or Aſſigns: And I the ſaid B.C. all and ſingular the aforeſaid Goods, Chattels, and Premiſes to the ſaid P. C. his Executors, Adminiſtrators and Aſſigns, to the uſe aforeſaid, againſt all people do warrant, and for ever defend by theſe preſents; and further, know ye that I the ſaid B. C. have put the ſaid P.C. in peaceable and quiet poſſeſſion of all and ſingular the aforeſaid premiſſes, by the delivery unto him at the enſealing hereof, one coined piece of ſilver commonly called two pence, fixed on the ſeal of theſe preſents. In witneſs, &c. *Warrant.*

A Releaſe of a Dower.

TO all People to whom this preſent Writing ſhall come, Dame *Dorothy Williams* late Wife of Sir *David Williams* Knight, deceaſed, ſendeth greeting, &c. Know ye that the ſaid Dame *Dorothy W.* for and in conſideration of the performance of a former agreement had and made between the ſaid Dame *Dorothy W.* and the ſaid Sir D. W. her late husband, before their inter-marriage, hath remiſed, releaſed, and for ever quit-claimed, and by theſe preſents doth clearly and abſolutely remiſe, releaſe, and for ever quit-claim unto Sir D. W. Knight, T.W. and R.W. ſons of the ſaid Sir D.W. and to every of them, all and all manner of Dower, and right and title of Dower whatſoever, which ſhe the ſaid Dame *Dorothy W.* now hath, may, might, ſhould, or of right ought to have or claim of, in, or out of all and every the Mannors, Meſſuages, Land-, Tenements and Hereditaments whatſoever, which were the ſaid D.W. at any time during the coverture between him and the ſaid Dame D. ſcituate and being in the Counties of &c. or in any or every of them: and all manner of actions, and writs of Dower whatſoever, ſo as neither ſhe the ſaid Dame D. W. nor any other for her, or in her name, any manner of Dower or Writ, or action of Dower, or any manner of right or title of Dower, of, or in the ſaid Mannors, Lands, Tenements and Hereditaments, or, of, or in any part or parcel thereof, at any time hereafter, ſhall or may have, or claim, or proſecute againſt the ſaid Sir D. W. T. and R.W. nor any of them, their, nor any of their heirs or aſſigns, but of and from the ſame ſhall be utterly debarred, and for ever excluded by theſe preſents. In witneſs, &c.

A Releaſe from one that hath loſt his Articles of Agreement.

BE it known unto all men by theſe preſents, That I E.W. of &c. have remiſed, releaſed, and quit-claimed, and by theſe preſents do for me, my Heirs, Executors, Adminiſtrators, and Aſſigns, and every of us, fully, clearly, and abſolutely remiſe, releaſe, and for ever quit-claim unto J.O. of &c. his &c. all and all manner of Actions, Suits, Plaints, Pleas, Proceſs, and demands whatſoever, which againſt the ſaid J.O. I ever had, now have, or at any time hereafter ſhall or may have, by reaſon or means of any Grant, Covenant, Contract, Promiſe, Bargain, Clauſe, or thing mentioned, contained, expreſſed, or declared, in or by certain Articles of Agreement, indented, bearing date &c, made between the ſaid J.O. on the one part, and me the ſaid E.W. on the other part, touching or concerning the procuring of a Leaſe of a field, or parcel of ground, arable, meadow or paſture, called the &c. of the yearly Rent of &c. lying &c. which ſaid Leaſe, I do hereby acknowledge is procured, and paſſed by the ſaid J. O. according to my mind and deſire, and of and from all Bonds, Bills and Writings, Obligatory, and all and every penalty, ſum and ſumm of money in them or any of them mentioned, or contained, wherein or whereby the ſaid J. O. is and ſtandeth bound unto me for the performance of the Covenants, grants, articles and agreements in the ſaid articles mentioned or contained, I do acquit and diſcharge the ſaid &c. his &c. for ever by theſe preſents. In witneſs, &c.

A Form of a Will.

IN the name of God, Amen. The tenth day of &c. I *A. B.* of &c. being ſick in body, but of good and perfect memory, thanks be to Almighty God, and calling to remembrance the uncertain eſtate of this tranſitory life, and that all fleſh muſt yield unto Death when it ſhall pleaſe God to call, do make, conſtitute, ordain and declare, this my laſt Will and Teſtament in manner and form following, revoking and annulling by theſe preſents all and every Teſtament and Teſtaments, Will and Wills heretofore by me made and declared either by word, or writing: and this is to be taken only for my laſt Will and Teſtament, and none other: And firſt, being penitent and ſorry from the bottom of my heart for my ſins paſt, moſt humbly deſiring

ſiring forgiveneſs for the ſame, I give and commit my ſoul unto Almighty God my Saviour and Redeemer, in whom, and by the merits of Jeſus Chriſt I truſt and believe aſſuredly to be ſaved, and to have full remiſſion, and forgiveneſs of all my ſins, and that my ſoul with my body at the general day of reſurrection, ſhall riſe again with joy, and through the merits of Chriſts Death and Paſſion, poſſeſs and inherit the kingdom of heaven prepared for his elect and choſen, and my body to be buried in ſuch place, where it ſhall pleaſe my Executors hereafter named to appoint: And now for the ſetling of my Temporal eſtate, and ſuch Goods Chattels and Debts, as it hath pleaſed God, far above my deſerts to beſtow upon me: I do order, give and diſpoſe the ſame in manner and form following (that is to ſay) Firſt, I will that all thoſe debts & duties as I owe in right or conſcience to any manner of perſon or perſons whatſoever, ſhall be well and truly contented & paid, or ordained to be paid within convenient time after my Deceaſe, by my Executors hereafter named, *Item* I give and bequeath, In witneſs, &c.

An Aſſurance of a Joynture to the Wife, with Remainder in Tail.

THis Indenture made *&c.* between H. V of *&c.* on the one part, and L. L. *&c.* and G. L. *&c.* on the other part, Witneſſeth, That as well for, and in conſideration of a Marriage already had and ſolemnized, between the ſaid V. & *A.* now wife of the ſaid H. V. and ſiſter of the ſaid L. & G. as for the great good will, love and affection, which the ſaid H. hath and beareth to the ſaid *A.* his wife; and to the intent that the Meſſuages, Lands and Tenements hereafter in theſe preſents ſpecified, ſhall come and continue in the iſſue of the ſaid H. & *A.* in ſuch ſort, manner and form, as hereafter in theſe preſents is expreſſed, mentioned & declared, ; It is covenanted, granted, condeſcended, concluded and fully agreed upon, by and between the ſaid parties to theſe preſents, in manner and form following: And the ſaid H. V. for the conſideration aforeſaid, doth covenant, grant and promiſe, for himſelf, *&c.* to and with the ſaid L. L. & G. L. their, *&c.* by theſe preſents, That he the ſaid H. V. his heirs and aſſigns, and all and every other perſon and perſons whatſoever, ſhall ſtand and be ſeized of, and in all and ſingular thoſe his meſſuages, lands, tenements, meadows, leaſous, paſtures and hereditaments whatſoever, with all and ſingular their appurtenances, in the pariſh, town & field of C. aforeſaid, in the ſaid, *&c.* which late were parcel of the poſſeſſions of the late diſſolved Monaſtery of *&c.* and now be, or late were in the ſeveral tenures & occupation of *&c.*

and their Assigns, and the reversion and the reversions of the premisses, and every part and parcel thereof, to the uses, purposes and intents hereafter in these presents expressed and limited, and to no other use, intent or purpose whatsoever, that is to say, to the use and behoof of the said H V. for the term of his natural life without impeachment, of or for any manner of waste, and after his decease to the use and behoof of the said A. V. now Wife of the said H. V. for the term of her natural life, and after the decease of the said H. and A. his Wife, then to the use and behoof of such of the Children, between them the said H. and *A.* lawfully begotten, as the said A. by her last Will and Testament, or other Writing to be signed and subscribed by her the said *A.* in her life-time, shall limit, nominate and appoint: And if no such limitation, nomination or appointment, shall be made by the said *A.* in her life-time, then to the use of the Heirs of the bodies of the said H. and *A.* between them lawfully begotten, and for, &c. to the use of the said H.V. for ever: And further the said H.V. for himself, &c. doth Covenant, &c. to and with the said L.L. and G.L. their Heirs, &c. That he the said H. V. his Heirs and Assigns, shall and will permit and suffer the said *A.*V. and all and every other person and persons to whom the said Messuages, Lands, Tenements, and other the premisses, or any part or parcel thereof shall happen to come, or of right ought to come, by reason of these presents, peaceably and quietly to have, hold, occupy and enjoy all and singular the said Messuages, Lands, Tenements, and Hereditaments before by these presents expressed and mentioned, without any manner of let, trouble, eviction, disturbance, suit, vexation or expulsion of the said H.V. his Heirs or Assigns, or any other person or persons whatsoever, lawfully having, claiming or pretending to have, any estate or title, from, by or under the said H.V. his Heirs or Assigns, according to the intent, form and true meaning of these presents. In witness whereof, &c.

A Lease of a Fee-farm, & certain Lands, with necessary Covenants.

THis Indenture made, &c. between C. B. of &c. on the one part, and T.W. of &c. on the other part, witnesseth; That the said C. B. for divers good causes and considerations him thereunto especially moving, Hath demised, granted, and to farm-letten, and by these presents doth demise, &c. unto the said T.W. his Executors, Administrators and Assigns all that his Messuage, Tenement or Farm-house, called W. with the appurtenances, and all Houses, Edifices, Buildings, Barns, Sta-

Stables, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Paſtures, profits, and Commodities whatſoever to the (ſaid Meſſuage, Tenement or Farme-houſe now belonging or appertaining, and being now in the tenure or occupation of the ſaid T.W. or his Aſſignee or Aſſignees, ſcituate, lying and being in the Pariſh of &c. Except and always reſerved unto the ſaid C.B. his Executors and Aſſigns, all and all manner of Woods, Underwoods, Hedges, Rows and Timber-trees, now ſtanding growing and being, or which hereafter ſhall ſtand, grow or be in and upon the demiſed premiſſes, or in and upon any part or parcel thereof; and alſo except and always reſerved unto the ſaid G.B. his Executors and Aſſigns, by the ſpace, and for the term of one whole year next before the end and expiration of the term of ſeven years, and one half year here-under granted, the ſaid Meſſuage, Tenement or Farm-houſe, and one Cloſe or parcel of ground, called W. containing, &c. be it more or leſs; Together with free liberty of ingreſs, egreſs, abiding and dwelling, in, out of, from and upon the ſaid Meſſuage, Tenement and Farm-houſe, and one Cloſe called W. by and during the ſaid ſaid ſpace and term of &c. next before the end and expiration of the ſaid term of &c. *Exception.*

To have and to hold the ſaid Meſſuage, Tenement or Farm-houſe, Houſes, Edifices, Buildings, Barns, Stables, Orchards, Lands, Meadows, Feedings, Paſtures, and other the demiſed premiſſes, and every part and parcel thereof (except before excepted) unto the ſaid T.W. his Executors, Adminiſtrators and Aſſigns, from the Feaſt day of &c. for and during the term of &c. and fully to be compleat and ended. Yielding and paying therefore yearly, during the ſaid term unto the ſaid G. B. his Executors and Aſſigns, the rent of &c. at four Feaſts or Terms in the year moſt uſual (That is to ſay) at &c. by even and equal portions. And if it ſhall happen the ſaid yearly rent of &c. or any part or parcel thereof thereof to be behind and unpaid by the ſpace of &c. next over or after any of the ſaid Feaſt-days in which the ſame ought to be paid, being lawfully demanded, That then and from thenceforth, and at all times after it ſhall and may be lawful to and for the ſaid C.B. his Executors, Adminiſtrators and Aſſigns, into the ſaid Meſſuage, Tenement or Farm-houſe, Houſes, Edifices, Lands, Meadows, Paſtures, and all the demiſed premiſſes, with the appurtenances, and into every part and parcel thereof, wholly to re-enter, and the ſame to have again, re-poſſeſs and enjoy, as *Habend.* *Re-enter for non-payment.*

in his or their former eſtate. And the ſaid T. W. his Executors, Adminiſtrators and Aſſigns, and all other the Tenants and Occupiers of the ſaid demiſed premiſſes, or any part or parcel thereof, thereout, and from thence utterly to expel, amove, and put out, this Indenture, or any thing herein contained to the contrary thereof, in any wiſe notwithſtanding.

For Reparation. And the ſaid T.W. for himſelf, doth covenant, &c. in manner and form following (That is to ſay, that he the ſaid T.W. his Executors, Adminiſtrators and Aſſigns, at his and their own proper coſts and charges, ſhall and will from time to time, and at all times hereafter during the ſaid Term of &c. by theſe preſents granted, when and as often as need ſhall require, well and ſufficiently repair, ſupport, ſuſtain, maintain and amend the ſaid Meſſuage, Tenement or Farm-houſe, and all the Houſes, Edifices, Buildings, Barns and Stables thereunto belonging or appertaining, with the appurtenances, and every part and parcel thereof, in, by and with all and all manner of needful and neceſſary reparations whatſoever: And alſo ſhall and will at all times hereafter, and from time to time, during the ſaid term, at his and their like coſts and charges, well and ſufficiently hedge, fence, ditch, encloſe and amend all and ſingular the hedges, fences, ditches and incloſures belonging to the ſaid demiſed premiſſes, in, by and with all and all manner of hedging, fencing, ditching and encloſing, when and as often as need ſhall require, during the ſaid term. And as well the ſaid Meſſuage, Tenement or Farm-houſe, Houſes, Edifices, Buildings, Barns and Stables; with the appurtenances, and every part and parcel thereof, ſo well and ſufficiently repaired; as alſo the hedges, fences, ditches and incloſures aforeſaid, well and ſufficiently ſupported and amended, in the end of the ſaid term, or other determination of this preſent Leaſe, ſhall leave and yield up into the hand, and poſſeſſion of the ſaid C. B. his Executors, Adminiſtrators and Aſſigns; and the ſaid T. W. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, &c. That he the ſaid T.W. his Executors, Adminiſtrators and Aſſigns, ſhall permit and ſuffer the ſaid C.B. and his Aſſigns, to plant and make in and upon ſome convenient place of the demiſed premiſſes, one Orchard, not exceeding the number of two acres of Land, with ſuch ſtore of fruit-trees, and other trees, as the ſaid C.B. or his aſſigns ſhall think meet; and the ſame Orchard and fruit-trees ſo made and planted, ſhall fence, preſerve and keep, ſo much as in him ſhall be, from ſpoil and hurt of Cattel, and from

A Covenant for planting an Orchard.

from all other harm and destruction. And further, that the said T.W. his Executors, Administrators and Assigns, shall at all times hereafter, and from time to time, during the said Term of &c. find and allow unto G.B. Widow, Mother unto the said C.B. competent and sufficient meat, drink, lodging, apparel, and all other necessaries whatsoever, meet and convenient for her degree, and shall from time to time, and at all times, clearly acquit, exonerate and discharge the said C.B. his Executors, Administrators and Assigns, and every of them, of, for and concerning the keeping of the said G. B. during the said term of &c. before by these presents granted. And lastly, the said T. W. for himself doth covenant, &c. That he the said T. W. his Executors, Administrators or Assigns, nor any of them, shall not at any time or times hereafter during the Term, before in and by these presents granted, plough up, or otherwise deface or spoil the Meadow-ground belonging to the said demised premisses, or any part or parcel thereof; and also that he the said T.W. his Executors, Administrators or Assigns, shall and will in the end of the said term of &c. before by these presents granted, or other determination of this present Lease, deliver and yield up the quiet & peaceable possession of all & singular the before demised premisses, and every part and parcel thereof, unto the said C.B. his Executors, &c. And the said C.B. for himself, &c. doth Covenant, &c. in manner and form following (*viz.*) That he the said T.W. his executors, administrators and assigns, and every of them, for and under the yearly rent before by these presents reserved, and other the Covenants, Grants, Articles and agreements in these presents contained, shall & may peaceably, lawfully and quietly have, hold, use, occupy, possess and enjoy all & singular, the said Messuage, Tenement or Farm-house, Houses, Edifices, Buildings, Lands, Meadows, Orchards, Gardens, and all other the before demised premisses, and every part and parcel thereof (except before excepted) for and during the said term of &c. before by these presents granted, without any manner of lawful let, suit, trouble, eviction, disturbance or contradiction of the said C.B. his Executors, Administrators or Assigns, or any of them, or of any other person or persons whatsoever, by his, their or any of their means, act, title, or procurement, provided always, and it is meant and intended by and between the said parties to these presents. That this Indenture, or any thing herein contained, shall not

A Covenant for finding meat, drink, lodging, apparel, and other necessaries.

Not to plough up the Meadows.

A Proviso.

extend to charge the ſaid C.B. his Executors or Adminiſtrators, by or with any action of covenant or other action whatſoever, ſaving only for ſuch an eſtate and intereſt as the ſaid C.B. or any other claiming by, from, or under him, now have, hath or may have, of, in or to the demiſed premiſſes or any part thereof, and not for any other better or former eſtate, right or title, which ſhall or may proceed or extinguiſh the grant by theſe preſents made. In witneſs, &c.

An Aſſignment of two ſeveral Obligations.

TO all Chriſtian People to whom this preſent Writing ſhall come, F. D. of &c. Gentleman ſendeth greeting: Whereas R.D. of &c. Gentleman, in and by one Obligation or writing Obligatory, with condition thereupon endorſed, bearing date, &c. And whereas alſo M. F. of &c. Eſq; in and by one other Obligation or writing Obligatory, with condition thereupon alſo endorſed, bearing date &c. do ſtand bound to the ſaid F. D. his Executors, Adminiſtrators and Aſſigns, in the ſeveral ſums of &c. as by the ſaid ſeveral Obligations, relation being thereunto had, may appear. Now know ye, that the ſaid F D. for divers good cauſes, and reaſonable conſiderations him hereunto eſpecially moving, Hath, bargained, ſold, aſſigned, and ſet over, and by theſe preſents doth fully, clearly and abſolutely bargain, ſell, aſſign and ſet over unto R.B. of &c. his Executors, Adminiſtrators and Aſſigns, as well the ſaid two Obligations, as alſo the ſeveral ſums of money in them, and either of them, mentioned or contained; To the only proper uſe and behoof of the ſaid R.B. his Executors, Adminiſtrators and Aſſigns, and without any account or other thing therefore to be yielded, paid or done unto the ſaid F.D. his Executors, Adminiſtrators or Aſſigns, or to any of them. And the ſaid F.D. for himſelf, his Heirs, Executors and Adminiſtrators, doth Covenant, promiſe and grant to and with the ſaid R. B. his Executors and Aſſigns, by theſe preſents in manner and form following; That is to ſay, that he the ſaid R. B. his Executors, Adminiſtrators and Aſſigns, and every of them, ſhall and may at all times hereafter, and from time to time, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy all and ſingular the ſum and ſums of money whatſoever, contained in the ſaid ſeveral Obligations: And alſo the benefit, commodity, penalty and advantage whatſoever, which ſhall or may happen, come, grow, or be by reaſon of the ſaid ſeveral Obligations, or Writings Obligatory above recited or mentioned, without any manner of ſuit, trouble, gain-ſaying, means, conſent or pro-

procurement of the said F.D his Executors, Administrators or Assigns, or of any other person or persons whatsoever. In witness, &c.

An Assignment of two Apprentices, and their years to come.

TO all Christian People, to whom this present Writing shall come: I A.M. Citizen and &c. send greeting in our Lord God Everlasting. Whereas my Apprentices I. S. and G.R. have certain years yet to come and unexpired of their several Apprenticeships, to wit, the said I. S. one whole year and a half, from the Feast of &c. last past, and the said G. R. the space of two years and a half, from the same Feast, as by their several Indentures thereof unto me the said A.M. made and sealed, at large it doth and may appear: Now know ye, that I the said A. M. for divers good Causes and Considerations me especially moving, and the rather for that it stands with the good liking and pleasure of my said Apprentices; Have given, granted, assigned and set over, and by these presents do fully and absolutely give, grant, assign and set over unto my well-beloved Friend R. H. Citizen and Habberdasher of *London*, all such right, title, duty, term of years to come, claim, interest, Apprenticeships, services and demands whatsoever, which I the said A. M. have, of, in or to the said I. S. and G. R. my said Apprentices, or which I might or ought to have of and in them, or either of them, by force and virtue of the above-recited Indentures of Apprenticeships: (That is to say) the true and faithful service of I. A. for and during the time and space of one whole year and a half, from &c. as aforesaid, and the like honest and dutiful service of G.R. for and during the time and space of two whole years and a half, &c. from the Feast-day of &c. as is aforesaid declared, Giving, and by these presents granting unto the said C. B. my full power and lawful authority for the having, keeping and enjoying of my said Apprentices, I. and G. before mentioned, for and during their several times yet to come and unexpired, And moreover, I the said A. M. do by these presents, covenant, promise and grant, to and with the said C. B. his Executors and Assigns, That the said I. and G. Apprentices, shall, during their several times, well and truly serve the said C. B. as their Master, and his commandments lawful and honest every where shall do, and from the service of him, they nor either of them shall not

Recital of the Indentures.

Consideration.

Grant of their Terms.

abſent or prolong himſelf by day or night, during the ſaid ſeveral Terms of their aforeſaid Apprentiſhips, yet to come and unexpired. Provided, That the ſaid C. B. their Maſter ſhall well intreat and uſe the ſaid J. & G. as becometh Apprentices, in ſuch caſe to be uſed; finding unto them and either of them, meat, drink, linnen, woollen, hoſe, ſhoes, and bedding, and all other neceſſaries during the ſaid Term. In witneſs, &c.

A Proviſo That if the Leſſor be minded to ſurrender his grand Leaſe, to take a further eſtate in the premiſſes, then the demiſe to be void, with a Covenant to grant a new Leaſe of the premiſſes.

PRovided always, and be the demiſe under and upon condition, That if the ſaid I. B. his Executors, Adminiſtrators or Aſſigns, ſhall at any time during the demiſe, be minded to ſurrender his Grand Leaſe, by which he hath and holdeth the afore-demiſed premiſſes (amongſt other things) to the intent to get a new Leaſe, or any larger or further eſtate, of, in and to the ſame; and therefore ſhall give or leave notice in writing to and for the ſaid *A.* B. his Executors, Adminiſtrators or Aſſigns, at the ſaid demiſed Manſion-houſe: That then at the day and time of ſuch notice given, and from thenceforth for ever, this Demiſe, Grant and Term of years ſhall ceaſe, determine and be utterly void and of none effect, to all intents and purpoſes, any thing herein contained to the contrary thereof in any wiſe notwithſtanding; and the ſaid J. B. &c. doth covenant and grant to and with the ſaid *A.* B. his &c. That he the &c. or aſſigns, notwithſtanding the ſurceaſing and determination of this demiſe, Grant and Term of years, or the ſaid *A.* B. to be had, claimed and enjoyed as aforeſaid, ſhall and will not only peaceably and quietly permit and ſuffer the ſaid *A.* B. his executors, adminiſtrators and aſſigns, To have, hold, and enjoy the ſaid demiſed premiſſes, under the yearly rent aforeſaid, by and during the term of three months from thence next following, but alſo before the end and expiration of the ſame, ſhall at his and their proper coſts and charges, make, ſeal, and deliver, or cauſe, &c. And ſufficiently tendred at the ſaid demiſed Manſion-houſe unto the ſaid *A.* B. his executors or aſſigns a new Leaſe, or Grant in writing of all the ſaid demiſed premiſſes, for ſo much of the ſaid time of &c. as ſhall be then to come and unexpired, and for and under ſuch Rents, Covenants and Conditions as are contained in this preſent Leaſe.

A Letter

A Letter of Attorney to enter upon Lands, and to deliver a Leaſe made to another.

KNow all men by theſe preſents, That I R. R. of &c. have made, ordained, conſtituted and appointed, and by theſe preſents do make, ordain, conſtitute and appoint J. C. of &c. my true and lawful Attorney, for me, and in my ſtead & name, to enter and come into and upon the Farm and Lands of T. in the Pariſh of &c. now in the tenure or occupation of R. T. or his Aſſigns, or upon any part thereof, then and there for me, and in my ſtead and name, to deliver as my act and deed unto H. M. of &c. or to his Aſſigns, one Indenture, whereunto I have already ſealed, bearing date &c. made between me the ſaid R. R. of the one party, and the ſaid H. M. of the other party, purporting a Leaſe of the ſame Farm and Lands unto the ſaid H. M. his Executors, Adminiſtrators and Aſſigns, for the term of four years next enſuing: as in and by the ſaid Indenture more at large appeareth: which Indenture, after the ſame ſhall be ſo delivered by my ſaid Attorney, I the ſaid R. R. do promiſe by theſe preſents, ſhall be my effectual Deed in Law, to all intents, conſtructions and purpoſes, as if I the ſaid R. R. had ſealed and delivered the ſame then and there my ſelf. In witneſs, &c.

A Letter of Attorney to enter upon Lands, and to deliver a Leaſe.

TO all Chriſtian people to whom this preſent Writing ſhall come: We T. A. and R. M. of &c. ſend greeting. Whereas we the ſaid T. A. and R. M. have ſigned and ſealed to one Indenture, bearing date with theſe preſents, purporting a Leaſe, Demiſe, or Grant, unto J. H. of &c. of all that our Mannor or Farm of &c. with the Houſes, Barns, Stables, Orchards, Gardens, &c. and of all that our Scite of the Rectory or Parſonage of L. in the ſaid County of &c. Together with the Demeaſn Lands to the ſaid Mannor and Farm belonging or appertaining: To hold from the enſealing and delivery of the ſame Indenture for the term of three years then next enſuing: as by the ſame Indenture of Leaſe at large appeareth. Now know ye that we the ſaid T. A. and R. M. have made, ordained, conſtituted, and appointed, and by theſe preſents do make, ordain, conſtitute, and in our ſteads & places put and appoint our truſty & wel-beloved friend J. H. of &c. our true & lawful Attorney and *The Letter of Attorney.*

and Aſſignee, for us, and in our ſteads and names, enter and come into, and upon all that the ſaid &c. and other the Lands aforeſaid, or into ſome part thereof, and then and there (after ſuch entry made) to deliver unto the ſaid J. H. as our very act and deed, the ſaid Indenture of Leaſe above mentioned, to hold according to the tenour of the ſame Indentures, and further to do and execute all and every ſuch further thing, and other act whatſoever, as ſhall be needful to be done and performed in that behalf, in as large, ample and effectual manner as we our ſelves might or could do, if we were perſonally preſent. In witneſs, &c.

A Condition to pay money within fourteen days after, if the parties bound in an Obligation pay it not at the day.

THe Condition of this Obligation is ſuch, That whereas W. H. and R. B. by their Obligation or Writing Obligatory, bearing date, &c. are and ſtand jointly and ſeverally bounden unto the within-named J. L. in the ſum of &c. with condition endorſed, for the true payment of &c. on the &c. as by the ſame Obligation with condition endorſed, at large appeareth. Now if the ſaid W. H. and R. B. their Executors, Adminiſtrators and Aſſigns, ſhall make default in payment of the ſaid ſum of &c. on the ſaid &c. in which the ſame ought to be paid, as aforeſaid; then if the within-bounden J. L. his Heirs, Executors, Adminiſtrators and Aſſigns, or any of them, do within fourteen days next and immediately enſuing the ſaid &c. well and truly pay, or cauſe to be paid unto the ſaid J. L. his Executors or Aſſigns, the ſum of &c. or ſo much thereof as ſhall be behind and unpaid in or upon the ſaid &c. at or in &c. without fraud or coven, that then this preſent Obligation, &c.

An Aſſignment of a Leaſe of Partition, wherein three are Joynt Leſſors to a third perſon.

THis Indenture made &c. between H. P. of &c. of the one part, and W. C. of &c. on the other part, witneſſeth, That whereas G. M. of &c. and E. his Wife, H. B. &c. and H. his Wife, and T. P. &c. and M. his Wife, in and by their three ſeveral Indentures of Leaſe, bearing equal date the &c. for the ſeveral conſiderations therein mentioned, did Demiſe, Grant, and to Farm-let, unto the ſaid H. P. all that their ſaid three ſeveral third parts, in three parts to be divided, of all that their Meſſuage or Tenement, ſituate, lying and being in &c. then or late

Recital.

late in the tenure or occupation of one R. G. or of his Aſſignee or Aſſignees, with all Shops, Cellars, Sollers, Chambers, Rooms, Lights, Eaſments, Buildings, and Commodities thereunto belonging, with their Appurtenances, together with all their ſeveral third parts, in three parts to be divided, of and in ſuch Goods, Wainſcot, Implements of Houſhold, neceſſaries and things, as were ſpecified and contained in three ſeveral Schedules or Inventories indented, and to the ſame Indenture annexed, *To Have and to Hold*, all their ſaid three ſeveral third parts, in three parts to be divided of and in the ſaid Meſſuage or Tenement, and all and ſingular the ſaid other demiſed premiſes, with the appurtenances, and every part and parcel thereof, unto the ſaid H. P. his Executors, Adminiſtrators and Aſſigns, from the Feaſt day of &c. then next coming after the date of the ſaid ſeveral Indentures of Leaſe, unto the end and term of &c. from thence next enſuing, and fully to be compleat and ended; Yielding and Paying therefore yearly, during the ſaid term of &c. unto the ſaid G. M. and E. his Wife, and to the Heirs and Aſſigns of the ſaid E. &c. and to the ſaid H. B. and H. Wife, and the Heirs and Aſſigns of the ſaid H. &c. and to the ſaid T. P. and M. his Wife, and to the Heirs and Aſſigns of the ſaid M. &c. at four of the moſt uſual Feaſts in the year, (that is to ſay) at the Feaſts of &c. by even and equal portions, as in and by the ſaid three ſeveral Indentures of Leaſe, amongſt divers other Covenants, Grants, Articles, Agreements and things therein contained, more fully and at large it doth and may appear. Now this Indenture further witneſſeth, that he the ſaid H. P. for and in conſideration of the ſum of &c. to him in hand paid, by the ſaid W. C. before the enſealing and delivery of theſe preſents, whereof he the ſaid H. P. doth acknowledge the Receipt, and of every part and parcel thereof, doth clearly acquit and diſcharge the ſaid W. C. his Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe preſents, hath granted, bargained, ſold, Aſſigned and ſet over, and by theſe preſents doth clearly and abſolutely grant, bargain, ſell, aſſign, and ſet over unto the ſaid W. C. his Executors, Adminiſtrators and Aſſigns, as well the ſaid Meſſuage or Tenement, and all other the ſaid premiſes with the appurtenances, and every part and parcel thereof, as alſo all the Eſtate, Right, Title, Intereſt, Term of years to come, Poſſeſſion, Claim, and Demand whatſoever, which he the ſaid H. P. now hath, may, might, ſhould, or in any wiſe ought to have, of, in, or to the ſaid Meſſuage or Tenement and Premiſes, or of, in, or to any part

Habend.

or

or parcel thereof, by force and virtue of the ſaid three ſeveral recited Indentures of Leaſe, or any or either of them, or otherwiſe howſoever, together with the ſaid three ſeveral Indentures of Leaſe: *To have and to hold,* the ſaid Meſſuage, or Tenement, the ſaid ſeveral Indentures of Leaſe, Eſtate, Right, Title, Intereſt, and all and ſingular other the premiſes before by theſe preſents bargained and ſold, or mentioned or intended to be hereby bargained, ſold, aſſigned, and ſet over, and every part and parcel thereof, unto the ſaid W. C. his Executors, Adminiſtrators or Aſſigns, for and during all the reſidue yet to come and unexpired of of the ſaid term of &c. in the ſame Indentures of Leaſe granted, in as large and ample manner and form to all intents and purpoſes, as he the ſaid H. P. now hath, may, might, or in any wiſe ought to have and enjoy the ſame, by force of the ſame Indentures of Leaſe aforeſaid, or otherwiſe howſoever. And the ſaid H. P. doth covenant, promiſe, and grant, for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, to and with the ſaid W. C. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, in form following (that is to ſay) That he the ſaid W. C. his Executors, Adminiſtrators and Aſſigns, and every of them, under the Rents, Covenants, Proviſoes and Agreements in the ſaid ſeveral recited or mentioned Indentures of Leaſe contained, ſhall and may for and during all the reſt and reſidue now to come and unexpired of the ſaid term, in the ſaid ſeveral Indentures of Leaſe granted, lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs, and enjoy, all the ſaid Meſſuage or Tenement, and all other the premiſes, with the appurtenances, and every part and parcel thereof, without the let, trouble, interruption, moleſtation or contradiction of him the ſaid H. P. his Executors, Adminiſtrators or Aſſigns, or of any other perſon or perſons whatſoever, claiming from, by, or under him the ſaid H. P. his Executors, Adminiſtrators or Aſſigns, diſcharged alſo of and from all and all manner of former and other bargains, ſales, grants, ſurrenders, forfeitures, re-entries, cauſe and cauſes of forfeiture and re-entry, rents, arrerages of rents, charges, titles, troubles, and incumbrances whatſoever, had, made, committed, ſuffered or done, or to be had, made, committed, ſuffered or done, by the ſaid H. P. his Executors, Adminiſtrators or Aſſigns, or any of them, or by any other perſon or perſons whatſoever, claiming from, by, or under him, them, or any of them, or by his, their, or any of their means, act, title, conſent, or procurement, the Rents, Covenants, Conditions and Agreements, in the ſaid ſeveral recited or mentioned Indentures of Leaſe contained, which

Habend.

which from henceforth on the Tenants part and behalf are or ought to be paid, perform'd and kept, onely excepted, and always fore-prized. In witness &c.

A Condition to pay a sum of money to Children, at their several Ages, according to the Will by which it was given. The Bond made to the Executor.

THE Condition of this Obligation is such, That whereas the within-named A.B. by his last Will and Testament, bearing date &c. did amongst other Legacies and Bequests, give and bequeath to the Children of his late Brother G. B. deceased, to every one of them that should be living at the time of his death, to be delivered unto them by equal portions, at their several ages of one and twenty years, Forty pounds a piece, and to G. B. by name, one of his said Brothers Children, the sum of Forty pounds over and besides the said Forty pounds formerly to him given as aforesaid: And did ordain that the said several sums so bequeathed to his said Brothers Children, should be delivered to their Mother, his Sister-in-law, for the use and behoof of the said Children, she putting in sufficient security to his Executors for the payment of the said sums, at their several ages above-mentioned, as by the said last Will and Testament of the said A.B. may appear, the within-named M. E. and G. H. Executors of the said last Will and Testament of the said A.B. have now paid and delivered unto the within-bounden E. W. the Mother of the said Children, the sum of &c. for the several Legacies of such of the same Children as are yet under the age of One and twenty years (that is to say) Fourscore pounds for the use of the above-named G. B according to the Bequest thereof to him made aforesaid, Forty pounds more for the use of E. B. Forty pounds more for F. B. and Forty pounds more for A B. all Children of the said G. B. deceased, to be paid unto them at their several Ages as aforesaid: If therefore the above-bounden E. B. his Heirs, Executors Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid unto every of the said Children before-named respectively (*viz.*) to G. B. E. B. F. B. and A. B. their said several sums or Legacies above-mentioned, at every several respective ages of Twenty one years, according to the effect and true meaning of the said Will, without fraud or coven, That then, &c.

A Condition for payment of money to a Child when he comes to Age, and in the mean time to find it, and bring it up.

THe Condition, &c. That if the within-bounden T. C. his Heirs, Executors, &c. do well and truly deliver and pay, or cauſe to be delivered and paid unto T. M. Son of J. M. late of *&c.* the ſum of *&c.* within one month next after that the ſaid T. ſhall attain and come to his full age of twenty one years, and alſo carefully and honeſtly, according to his calling and degree, keep, educate, and bring up the ſaid T. during his nonage, with neceſſary and convenient meat, drink, lodging, learning, and apparel; and if the ſaid T. M. ſhall happen to die and depart this life, before he ſhall attain his ſaid Age of one and twenty years, Then if the ſaid T. C. his Executors, *&c.* do within one year next after the deceaſe of the ſaid T. M. pay or cauſe to be paid unto the within-named *&c.* his Executors or Aſſigns, to the uſe of the Children of the ſaid T. M. which ſhall be then living, the ſaid ſum of *&c.* to be equally diſtributed and divided amongſt them, That then, *&c.*

An Aſſignment of a Wharf-ſtock of Wood, Coals, Lighters, &c. with a general Releaſe, and Covenants for peaceable enjoying, &c.

THis Indenture made the *&c.* between J. G. of *&c.* Woodmonger of the one part, and J. C. of *&c.* in the ſame Pariſh and County Woodmonger, of the other part, witneſſeth, That whereas the ſaid J. B. being on the ſixth day of *Auguſt*, *Anno Dom.* 1637. and in the 13th year of His ſaid Majeſties Reign that now is, lawfully poſſeſſed for divers years then to come, of and in one Wharf in *Milford* lane in the Pariſh of *&c.* and of a certain ſtock of wood & coals thereupon, and in the Lighters of the ſaid Wharf, namely 124 Chaldron of Coals, valued at an hundred & two pounds, two ſhillings & nine pence, fourty thouſand of Oaken Billets, at *&c.* ſix Horſes, ſix Carts with their furniture, Coal-ſacks, Lighters, Planks, Coal-meaſures, & new & old Wheels about the yard, valued at *&c.* All which did amount in the whole to the ſum of three hundred pounds, five ſhillings and nine pence; and did commit unto him the ſaid J. C. the uſe, occupation & and managing of the ſaid ſtock of Wood & Coals, and of the ſum of one hundred ninety ſeven pounds fourteen ſhillings and three pence, of lawful money of *England*, to be laid out in buying of Wood and Coals to make up the whole Stock five hundred and two pounds, to be uſed, managed, and imployed and ſupplied from time to time, by him the ſaid J. C. at the ſaid

Wharf

Wharf for the term of Seven years then next enſuing, if the ſaid I. and L. ſhould ſo long live, upon ſuch conditions, covenants and agreements, and in ſuch ſort as were mentioned, expreſſed and contained in certain Articles of agreement indented, bearing date the ſixteenth day of *Auguſt*, 1627. in the ſaid Thirteenth year of his ſaid Majeſties Reign, made between the ſaid I.G. of the one part, and the ſaid I.C. of the other part, as in and by the ſaid Article, at large it doth and may appear; And whereas it is agreed, that the agreement in the ſaid Articles ſhall ceaſe and be determined, and that the ſaid J.C. ſhall have, hold, retain and keep the ſaid ſtock of goods and money to his own uſe, in conſideration of the ſum of &c. of lawful money of *England*, agreed to be ſecured to be paid by the ſaid H.G. at certain days agreed upon. Now this Indenture further witneſſeth that the ſaid J.G. for the conſideration aforeſaid; hath granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely grant, bargain, ſell, aſſign and ſet over unto the ſaid J. C. all the ſaid ſtock of goods and money before mentioned, formerly delivered into the hands of the ſaid J.C. as aforeſaid; and doth alſo remiſe, releaſe, and for ever quit-claim unto the ſaid J.C. all actions, accompts, claims and demands whatſoever, touching or concerning the ſame ſtock of goods and money, or any part thereof, *To have and to hold* the ſaid ſtock of wood, coals, money, and other things before mentioned, and every part of them unto the ſaid J.C. his Executors, Adminiſtrators and Aſſigns, to his and their own proper uſe and behoof, and as his and their own proper uſe goods and chattels for ever. And the ſaid J. G. for himſelf, his Executors and Adminiſtrators; and for every of them, doth covenant, promiſe and grant, to and with the ſaid J.C. his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, that he the ſaid J.C. his Executors, Adminiſtrators and Aſſigns, ſhall and may from henceforth for ever, peaceably and quietly have, hold and enjoy the ſaid ſtock of goods and money, and the ſame and every part thereof, to diſpoſe and convert to his and their own proper uſe and behoof, without the let, ſuit, trouble, claim and diſturbance of him the ſaid J.G. his Executors, Adminiſtrators or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, claiming by, from or under him, them or any of them, or by, or under, or by reaſon of his their or any of their act or acts, right, title, intereſt, means or procurement, &c. In witneſs, &c.

A

An Assignment of a Lease of a Messuage, divers plats of ground, with Buttals and Boundals, several Covenants, &c. with an Exception.

THis Indenture made the &c. day of &c. *Anno Domini* 1632 and the eighth year of the Reign of our Sovereign Lord *King Charles*, &c. Between S. *A.* of &c. Gentleman, of the one part, and F. L. of &c. Esquire, of the other part. Whereas, Sir *John* T. late of &c. Knight and Baronet deceased, and the late right honourable N. Lord *Tufton*; and the Earl of *Thanet*, by the name of Sir T. N. Knight, Son and Heir apparent of the said Sir *John* T. now also deceased, by their Indenture bearing date the thirtieth day of *May*, in the fifteenth year of the reign of our said Sovereign Lord King *Charles* over *England*, &c. for the consideration therein expressed, did demise, grant and to Farm-let unto E. W. of &c. his Executors and Assigns, all that the Messuage or Tenement, shed and plat of ground, scituate, lying and being in *Chick-lane*, &c. containing by estimation, one hundred foot in length, from the North to the South, and in breadth Fourty one Foot, from the East to the West: the Messuage or Tenement then in the tenure of J. W. lying on the East side thereof, and the said *Chick-lane* on the North side thereof. And the Messuage or Tenement then in the tenure of one R. S. on the West and South sides thereof. And also their part of one Messuage or Tenement, or shed, and parcel of ground lying and being in *Chick-lane* aforesaid, containing by estimation Fourscore and twelve foot in length, and in breadth Eighteen foot, The Messuage or Tenement then in the tenure or occupation of one *A.* B. on the West side thereof, the said *Chick-lane* on the North side thereof: and the Messuage or Tenement then in the tenure or occupation of one H. S. on the South side thereof: and then or late before in the tenure or occupation of the said *A* B. his Assignee or Assignees, and all and singular the Messuages, Tenements, Houses, Edifices, Buildings, Rooms, Shops, Cellars, Sollers, and void ground unto the said Messuages or Tenements, shed and plats of ground before-mentioned to be demised, belonging, or in any wise appertaining, *To have and to hold* to the said *Edmond Waight*, his Executors, Administrators and Assigns, from the Feast of the Annuntiation of the blessed Lady Saint *Mary* the Virgin last past, before the date hereof, unto the full end and term of Thirty one years from thence next ensuing, and fully to be compleat and ended: Yielding and paying

paying therefore yearly during the said term unto the said Sir J. T. yearly, during his life, and after his decease to the said Right Honourable N. Lord T. and Earl of *Thanet*, his Heirs and Assigns, the full sum of Eight pounds of lawful money of *England*, at two of the most usual Feasts or Terms in the year; That is to say, at the Feasts of St. *Michael* the Arch-angel; and the Annuntiation of the blessed Lady the Virgin *Mary*; by equal portions, as by the same Indenture more plainly may appear. And whereas by certain other Indentures bearing date the said Thirtieth day of *May*, made between the said Sir *John* T. and the said N. Lord T. and Earl of *Thanet*, by the name of Sir N. T. Knight, on the one part, and the said E.W. on the other part; it is covenanted, conditioned and agreed by and between all the said parties: And the said E W. for himself, his Executors, Administrators and Assigns, did covenant, promise and grant to and with the said Sir I.T. and the said N. Lord T. and Earl of T. their Heirs and Assigns; by the said last mentioned Indenture, That the said E.W. his Executors, Administrators and Assigns, should well and truly, yearly, during the said Term of one and twenty years, pay or cause to be paid to the said Sir I. T. during his natural life, and after his decease, to the said N. Lord T. and Earl of T. his Heirs and Assigns, the full sum of twenty three pounds of lawful money, &c. for and in the name of a fine or income for the said Lease, at the two Feasts aforesaid, by equal portions. And whereas also the said Sir J.T. and the said N. Lord T and Earl of T. by the name of N. T. Knight, have by their Indenture, bearing date the said &c. day of *May*, for the consideration therein mentioned, demised, granted, and to farm-let unto J. W. of &c. all that their Messuage or Tenement, scituate, lying and being in *Chick-lane* aforesaid, late in the tenure or occupation of one *Agnes* W. and her Assignee or Assignees, containing by estimation from the East to the West, thirty foot in breadth, and in length from the North to the South, threescore foot; the tenement then in the occupation of the said J.W. lying on the East side thereof; the Tenement then of *Ralph* F. Gentleman, on the West-side thereof: the Tenements then in the tenure or occupation of the said *Ralph* F. on the South-side thereof; and also all the tenement, shed, or piece of ground lying and being in *Chick-lane* aforesaid, containing by estimation one hundred and twenty foot of assize in length, and twenty eight foot in breadth, then or late before in the tenure or occupation of the said J. W. or his assignee or assignees; the Tenement then in the tenure or occupation of one J. C. lying on the East-side there-

of; and the tenement then in the tenure of one J. W. on the West-side thereof, and the Tenement belonging to St. *Martins Orgas* on the South-side thereof, and also one other little peice or parcel of ground, scituate, lying and being near *Chick-lane* aforesaid, &c. containing by estimation, in length, nineteen foot, from the East to the West; and in breadth, from the North to the South, sixteen foot, late in the tenure or occupation of R.B or of his assignee or assignees; the Tenement then in the occupation of the said J. W. on the East-side thereof; and the tenement then in the tenure of the said *Ralph* F. on the West-side thereof, the Tenement then in the tenure of R. S. and E. W. on the North-side thereof; and the Tenement in the tenure of the said R.F. on the South-side thereof, and also all and singular Houses, Edifices, Buildings, Stables and back-sides, Back-houses, Shops, Cellars, Sollers, &c. unto the said Messuage, and several plats of ground before demised, then belonging or appertaining, or to or with the said demised premisses then held, used, occupied or enjoyed, as part, parcel or member of them, *To have and to hold* all and singular the said demised premisses, with the appurtenances, to the said J. W. his Executors, Administrators and Assigns, from the Feast of the Annunciation of our blessed Lady the Virgin *Mary*, then last past before the date of the said last recited Indenture, unto the full end and term of thirty and one years from thence next ensuing and fully to be compleat and ended: Yielding and paying therefore yearly, during the said term, unto the said Sir J.T. during his life, and after his decease to the said Right Honourable N. Lord T. and Earl of T. and his Heirs and Assigns, the full sum of six pounds of lawful money of *England*, at the two Feasts aforesaid, by even and equal portions. And whereas by certain other Indentures bearing date the said thirtieth day of *May*, made between the said Sir J.T. and the said N. Lord T. Earl of T. of the one party; and the said J. W. of the other party: It is covenanted, concluded, condescended and agreed by and between all the said parties: And the said J. W. for himself, his Executors, Administrators and Assigns; did covenant, promise and grant to and with the said Sir J. T. & the said N. Lord T. Earl of T. their Heirs and Assigns, That the said J. W. his Executors, Administrators and Assigns, should well and truly, yearly, during the said term of thirty and one years, pay or cause to be paid to the said Sir *John T.* during his natural life, and after his decease, to the said N. Lord T. Earl of T. his Heirs and Assigns, the full sum of seventeen pounds of lawful money of *England*, for and in the name of a fine or income

come for the said Leases, at the two Feasts aforesaid, by even and equal portions, as by the same several Leases, relation being unto them had, more at large it doth and may appear: which said several Leases, Estates, and Interests of the said E.W. & J.W. of, in and to all and singular the aforesaid premisses, in and by the aforesaid several Indentures of Lease demised, granted and contained as aforesaid, were by mean conveyances, and sufficient assurances in the Law, conveyed to *John Witherings*, Esquire, and the said J.W. by Deed indented under his hand and seal, bearing date the &c. of &c. 5. *Car.* hath conveyed his estate, interest and term of years in the said premisses, unto the said S. for, during and untill all the residue of the time then to come and unexpired of the said several Indentures of Lease granted, be fully compleat and ended, as by the same conveyances and assurances, relation being thereunto had, it doth and may appear: Now this Indenture witnesseth, That the said S.H. for and in consideration of the sum of Three hundred and thirty pounds, &c. to him and his, at and before the ensealing and delivery of these presents by the said F.H. well and truly paid, whereof the said S.H. doth acknowledge the receipt, and thereof, and of every part and parcel thereof, doth hereby for ever acquit and discharge the said F.H. his Executors and Assigns, and every of them, hath granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely grant, bargain, sell, assign and set over unto the said F. H. and M. his Wife, all and singular the said premises above-mentioned, to be by the aforesaid Indentures, or any of them, demised, letten or granted, or mentioned, meant or intended to be in and by the same demised, letten or granted, with their and every of their appurtenances: And all the Messuages, Houses, Edifices and Buildings now standing, erected and built: and all the said original Indentures of Demise, and all mean conveyances and assignments thereof, and of every part thereof, and all the time and term of years yet to come, and unexpired, granted, mentioned or intended to be granted in or by the said Indentures or any of them, and all the estate, interest, right, title, term and terms of years, claim and demand whatsoever, which he the said S.H. now hath yet to come and unexpired, of and in the said demised premisses, or any of them; *To have and to hold* all and singular the said demised premisses by these presents mentioned or intended to be granted, assigned or conveyed, and all the said original Indentures of demise, and all mean conveyances and assignments thereof, and all the term of years yet to come and unexpired, of and in the said demised

miſed premiſſes, or any of them, unto the ſaid F. H. and M. his Wife, their Executors, Adminiſtrators and Aſſigns, immediately from and after the making hereof, for and during all the reſidue of the ſaid ſeveral terms of &c. years therein yet to come and unexpired. And the ſaid S. H. for himſelf, his Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid F. H. his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid S. H. hath not before the day of the date hereof, made, done or committed any act or acts, thing or things, Grant, Leaſe, Eſtate, or Incumbrance whatſoever; whereby, or by reaſon whereof the ſaid Leaſes, Eſtates and premiſſes before herein aſſigned and ſet over, or any part or parcel thereof, are or ſhall be fruſtrated, avoided, diſturbed, or incumbred: Except one Leaſe made by the ſaid F. M. and S. H. unto R. H. of a Meſſuage or Tenement, with the appurtenances, parcel of the premiſſes aforeſaid, now or late in the occupation of J. S. by Indenture dated, &c. now laſt paſt for the term of ſixteen years, commencing from the Feaſt, &c. at the yearly Rent of a Pepper-Corn: and except certain Leaſes in the ſaid Deed from the ſaid J. W. mentioned to be excepted ſeverally and reſpectively of ſeveral parts and parcels of the ſaid premiſſes, before the ſaid S. had any Eſtate in the premiſes, or any part thereof, by E. W. to G. W. H. W. and T. K. &c. Upon which Leaſes divers ſeveral Rents are reſpectively reſerved, amounting in the whole to the ſum of Sixty one pounds yearly, or thereabouts, all which Rents ſhall or may be hereafter payable to the ſaid F. H. and M. his Wife, their Executors and Aſſigns, and except all other Leaſes and Eſtates mentioned and excepted in the ſaid Deed, from the ſaid J. W. &c. In witneſs, &c.

An Aſſignment of a Leaſe, reciting divers Leaſes with ſeveral Covenants.

THis Indenture made &c. *Anno Domini* 1633. betwen M. F. of &c and H. E. of &c. of the one part; and J. W. of &c. and R. H. of &c. of the other part. Whereas the Wardens and Commonalty of the Myſtery of Mercers of the City of *London*, by their Indenture of Leaſe under their common Seal, bearing date the &c. day of &c. 1614. in the twelfth year of King *James* &c. for the conſideration therein expreſſed, did demiſe, grant, bargain, and to farm-let unto the right honourable T. late Earl of *Exceter*, deceaſed, all that their Cloſe, or parcel of paſture-ground, called or known by the name of &c. containing by eſti-

eſtimation ten Acres, be it more or leſs, ſituate, lying and being in &c. which Cloſe abutteth upon the Weſt, &c. on the Eaſt upon another Lane, then or ſometimes called *Strewd-lane*, leading from the &c. towards the South, upon a plat called or known by the name of the *Covent-Garden*, and towards the North, upon certain Lands called the &c. and a Garden-plat, ſometime in the tenure of W. R. or his Aſſigns; which ſaid Cloſe called O. was ſometime in the tenure of Sir T.K. deceaſed, father of the ſaid Earl, or of his Aſſigns, To have and to hold to the ſaid Earl of *Exeter*, his Executors, Adminiſtrators and Aſſigns, the ſaid demiſed Cloſe or parcel of paſture ground, from the feaſt day of &c. laſt paſt, before the date of the ſame Indenture, unto the full end and term of Thirty years from thence next enſuing, and fully to be compleat and ended, at and for the yearly Rent of Ten pounds payable, as in and by the ſame Indenture of Leaſe more at large it doth and may appear. By force whereof the ſaid T. Earl of *Exeter*, entred into the ſaid premiſſes, and was thereof lawfully poſſeſſed accordingly. And whereas the ſaid T. Earl of E. (being of the premiſſes ſo poſſeſſed, as aforeſaid) by this Indenture bearing date the 29th day of *October*, 1615. and in the &c. year of the ſaid Majeſties Reign, for the conſideration therein expreſſed, did grant, aſſign and ſet over all his eſtate and intereſt in the premiſſes, unto Sir W.S. of &c. Knight, his Executors and Aſſigns: as by the ſame Indenture of Leaſe more at large appeareth. And whereas alſo the ſaid Sir W.B. by this Indenture of Leaſe bearing date the fifteenth day of *February*, *Anno Domini*, 1625. and in the &c. year of the ſaid late Majeſties Reign, for the conſideration therein expreſſed, did demiſe, grant, and to farm-let unto C. *Cundall*, of &c. All that piece of ground, parcel of the ſaid Cloſe or Paſture, called and known by the name of E. *alias*, &c. containing in breadth throughout the whole length, Twenty foot of aſſize, &c. or thereabouts, adjoyning to, &c. Together with free ingreſs, egreſs, regreſs, way and paſſage to and for the ſaid C. his Executors and Adminiſtrators, and to and for his and their Friends, Servants and Aſſigns, with Horſes, Carts and Carriages, or without, at their wills and pleaſures, in and from the ſaid demiſed premiſſes, at all fit and convenient times, in, by and through the ſaid ways ſet forth, or hereafter to be ſet forth by the ſaid Sir W.S. his Executors, Adminiſtrators or Aſſigns, in or upon the ſame Cloſe, To have and to hold the ſaid parcel of ground, and other the before demiſed premiſſes, with the appurtenances, to the ſaid C. *Cundall*, his Executors, Adminiſtrators and Aſſigns, from, &c. next enſuing the date of the ſame Indenture, unto

the full end and term of twenty and eight years from thence next ensuing, and fully to be compleat and ended. Yielding and paying therefore yearly during the said term of eight and twenty years, unto the aforesaid W. S. his Executors, Administrators and Assigns, the sum of four hundred pounds of &c. at the Feasts of &c. as in and by the same Indenture of Lease, amongst divers other Covenants, Grants, Articles and Agreements therein contained, more at large it doth and may appear, By force whereof the said C. *Cundall*, entred into the said parcel of ground with the appurtenances, and was thereof lawfully possessed accordingly. The estate and interest of which said C. *Cundall*, or, in, and to the same premisses, did afterwards lawfully come to the hands and possession of the said J. W. and the said J. W. did erect and set up certain Tenements, Sheds and Edifices, in and upon the same parcel of ground so demised, as the said C. *Cundall*, as aforesaid. And whereas also the said Sir W. S. by his Indenture bearing date the &c. last past, for the consideration therein expressed, did grant, bargain, sell, assign and set over all his estate, right, title, interest, reversion, claim and demand, of, into and out of the said Close or parcel of pasture ground, called *Flins-field*, *alias*, *Long-Acre*, with the appurtenances, unto the said H. E. his Executors and Assigns, for and during all the rest and residue of the aforesaid term of thirty years then to come and unexpired, as in and by the same Indenture, relation being thereunto had, more at large it doth and may appear. Which assignment to the said H. E. was in trust for the use and behoof of the said M. F. his Executors, Administrators, or Assigns. Now this Indenture witnesseth, that the said M. F. and H. E. for and in consideration of the sum of &c. to the said M. F. by the said J. W. at and before the ensealing and delivery of these presents, well and truly paid, the receipt whereof the said M. F. doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly acquit, exonerate and discharge the said J. W. his Executors, Administrators and Assigns, and every of them; have granted, bargained, aliened, sold, assigned and set over, and by these presents doth clearly and absolutely grant, bargain, sell, assign and set over unto the said R. H. by and with the consent and direction of the said J. W. all that and every of their reversion or reversions, of and in the said parcel of ground demised by the said Sir W. S. to the said C. *Cundall*, as aforesaid, and of and in all Houses, Edifices, and Buildings, erected, standing or being in or upon the same parcel of ground, or any part thereof, and the said yearly rent of four pounds, reserved due and payable for the same premisses, and all other

rents,

rents, iſſues, and profits of the ſaid premiſſes, and alſo all the eſtate, right, title, intereſt, property, reverſion, claim and demand whatſoever, which they the ſaid M. F. and H. E. or either of them, now have or hath, or may, might, or ought to have, claim and demand of, into, or out of the ſaid parcel of ground, houſes, edifices and buildings aforeſaid, or any of them; or of, into, or out of any part or parcel thereof: Together alſo with the Counterpart of the ſaid Leaſe, made by the ſaid Sir W. S. to the ſaid C. *Cundall* as aforeſaid, To have and to hold the ſaid parcel of Ground, Houſes, Edifices, Buildings, Reverſion, Rents, and all other the premiſſes before in and by theſe preſents granted, bargained, ſold, aſſigned or ſet over, and every part and parcel thereof, with their and every of their Appurtenances, unto the ſaid R. H. his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the reſt and reſidue of the foreſaid Thirty years yet to come and unexpired. And the ſaid M. F. for himſelf, his Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant, to and with the ſaid R. H. his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents in manner and form following; That is to ſay, that it ſhall and may be lawful to and for the ſaid R. H. his Executors, Adminiſtrators and Aſſigns, and every of them from time to time, and at all times hereafter, for and during the reſt & reſidue of the ſaid term of Thirty years yet to come and unexpired, peaceably and quietly to have, hold, uſe, occupy, poſſeſs and enjoy the ſaid parcel of ground, houſes, edifices and buildings, and the rents, iſſues, and profits thereof, ſhall or may have, receive, take, and convert to his and their own proper uſe and behoof, without the lawful let, ſuit, trouble, eviction, diſturbance or interruption of them the ſaid M. F. or H. E. or any of them, their or any of their Executors, Adminiſtrators or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfully having or claiming, or which ſhall lawfully have or claim any lawful eſtate, right, title or intereſt of, in, to or out of the ſaid premiſſes, or any part thereof, by, from or under them, or either of them, or by reaſon of their act or acts, right, title, means or procurement, other then ſuch as ſhall claim by force of the ſaid Leaſe made to the ſaid C. *Cundall*, and alſo free and clear, and freely and clearly acquitted, exonerated and diſcharged by the ſaid M. F. his Executors or Adminiſtrators, or ſome or one of them from time to time, and at all times during the reſidue of the ſaid term of 30 years yet to come and unexpired, and well and ſufficiently ſaved and kept harmleſs, of, for, from, touching and concerning the ſaid

yearly rent of Ten pounds, reſerved upon the ſaid original Leaſe, and by and from the ſaid Wardens and Commonalty of the Myſtery of *Mercers*, to the ſaid Earl of *Exeter*, as aforeſaid, as alſo free of all incumbrances, had, made, committed, ſuffered or done by them the ſaid M.F. and H.E. and either of them, their Executors, Adminiſtrators or any of them, by their or any of their act or acts, defaults, means or procurement. And the ſaid H.E. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant, to and with the ſaid &c. his Executors, &c. & to and with every of them by theſe preſents, That it ſhall and may be lawful to and for the ſaid R.H. his Executors, Adminiſtrators and Aſſigns, and every of them, from time to time, and at all times hereafter, for and during the reſt and reſidue of the ſaid term of 30 years yet to come and unexpired, peaceably and quietly to have, hold, uſe, occupy, poſſeſs & enjoy the ſaid parcel of Ground, Houſes, Edifices, Buildings, Rents, Reverſions, and all other the premiſſes before, in and by theſe preſents granted, bargained, ſold, aſſigned and ſet over, and every part and parcel thereof, with their and every of their appurtenances, without the let, ſuit, trouble, eviction, diſturbance or interruption of him the ſaid H.E. his Executors, Adminiſtrators or Aſſigns, or any of them, or any other perſon or perſons whatſoever, lawfully claiming, or which ſhall or may lawfully claim, by, from or under him, them, or any of them, or by, from, or under, or by reaſon of his, their, or any of their act or acts, right, title, intereſt, means or procurement. In witneſs, &c.

A Leaſe of divers Lands, &c. with a Covenant to pay Heriots upon Death, &c. with many other ſubſtantial Covenants.

THis Indenture made the &c. between Sir H. *Oniel* of &c. Knight, of the one part, and G. R. of &c. Gent. of the other part, Witneſſeth, That the ſaid Sir H. O. as well for and in conſideration of a certain ſum of money to him in hand paid, as alſo for divers other good cauſes & conſiderations him thereunto moving, hath demiſed, granted, bargained, ſold and to farm-letten, and by theſe preſents doth demiſe, grant, bargain, ſell, and to farm-let unto the ſaid G. R. all thoſe four Towns, or Town-lands, commonly called or known, or reputed to be known by the ſeveral names *Calhall* K. E.F, &c. ſcituate and being within the Mannor, &c. in the County of &c. according as the ſame are bounden, meeted or butted, by and with the antients meets and bounds thereof, and as the ſaid Towns or Townſhips, and every or any of them have been enjoyed by

by the ſaid Sir H.O. or any other his Farmors, Leſſees, or Under-tenants, and now, or late in the reſpective tenures, poſſeſſion or occupations of the ſaid Sir H. O. or his Under-tenants, Farmors, Leſſees or Aſſigns of him the ſaid H.O. Together with all and all manner of houſes, edifices, buildings, orchards, gardens, yards, lands, meadows, paſtures, ways, waters, watercourſes, commons, profits, caſements, commodities, emoluments and hereditaments whatſoever, to the ſaid four Towns, or Town-lands, them or any of them belonging, or in any wiſe appertaining, or with them or any of them, uſed, occupied, or enjoyed. And all rents and yearly profits, and other duties and ſervices reſerved or payable upon or by reaſon of any Leaſe or Leaſes, Demiſes or Grants heretofore to any perſon or perſons, covenanted or made of the premiſſes, or any part or parcel thereof, and the Reverſion & Reverſions of the ſaid four Towns or Town-lands, and every of them, and of all and every the before demiſed premiſſes, depending or expectant, or remaining upon any Demiſes, Leaſes or Grants now in being, or at any time pretended to be, of the ſaid premiſſes, or any part thereof, for term of life or lives, or for term of years, or otherwiſe howſoever. Except and always reſerved out of this preſent Demiſe and Grant of the ſaid demiſed premiſſes, unto the ſaid Sir H. O. his Heirs and Aſſigns, all timber-trees, woods, and underwoods, now growing, ſtanding or being, or hereafter to grow, ſtand or to be in or upon the ſaid Towns, or Town-lands, or in or upon any part or parcel thereof, together with all Felons goods, waifs, eſtrayes, mines, minerals, priviledges, royalties, and franchiſes whatſoever, to the ſaid Towns, or Town-lands or any of them belonging, or in any wiſe appertaining; and together alſo with free ingreſs, egreſs, and regreſs, for taking, having, digging, receiving, ſelling, footing and carrying away the ſaid Timber-trees, Woods, or Under-woods, or the Royalties, Priviledges and Freedoms aforeſaid. To have and to hold the ſaid Towns or Town-lands before mentioned, and all other the premiſſes, before in or by theſe preſents demiſed and granted, bargained and ſold, and every part and parcel thereof, with their and every of their appurtenances, and the Reverſion and Reverſions, Rents and yearly Profits of the ſame, and of every part and parcel thereof, unto the ſaid G. R. his Executors, Adminiſtrators and Aſſigns, from the Feaſt-day of *All-Saints* laſt paſt, before the date of theſe preſents, unto the full end and term of Ninety and nine years from thenceforth next enſuing, and fully to be compleat and ended: Yielding and paying therefore yearly, and for every year during the ſaid term unto the ſaid H. *Oniel*,

his

his Heirs and Assigns, the yearly rent or sum of &c. of current money of *England*, at the Feasts of *Philip* and *Jacob*, and *All-Saints*, by even and equal portions; as within one and twenty days next after any of the said Feasts. And if it happen the said yearly rent to be behind and unpaid in part or in all, contrary to the reservation aforesaid and no sufficient distress can or may be found or taken in and upon the said demised premises (A demand thereof being by the said Sir *H. Oniel*, his Heirs or Assigns first made) That then and from thenceforth it shall and may be lawful to and for the said Sir *H. Oniel* his Heirs or Assigns, or any of them, into the said four Towns, or Townlands, and all and singular the aforesaid demised premises, with the appurtenances, or into any part or parcel thereof, in the name of the whole to re-enter, and the same to claim, have again, enjoy and re-possess, as in his and their first and former estate; any thing in these present Indentures contained to the contrary in any wise notwithstanding;

A Covenant for new-building Messuages on the demised premises.

and the said G.R. for himself, his Heirs, Executors, Administrators and Assigns and for every of them, doth covenant, promise and grant to and with the said Sir *H. Oniel*, his Executors, Administrators and Assigns, and to and with every of them by these presents, in manner and form following; that is to say, That he the said G. R. his Executors, &c. shall and will within the space of ten years next ensuing the date of these presents, at his and their own proper costs and charges, erect, new-build, and set up, in and upon some convenient part of the premises, by these presents demised, three Messuages, Tenements, or Houses, fit and convenient for Habitation, to be so erected, of Timber, Stone, or Brick, according to the most usual manner of building now used within the Realm of *England*, and the same being thus built, shall from time to time, and at all times during the aforesaid term of &c. years, keep and well maintain in good repair: And shall and will likewise from time to time, during the said term, well and sufficiently repair, amend, maintain, and keep all the Houses, Edifices, Hedges, Ditches, Fences and Enclosures, in and about the said demised premises, or any part thereof, in good and sufficient reparations, and the said demised premises, and every part thereof, being so well and sufficiently repaired maintained, hedged, fenced, ditch'd and amended, in the end of the said term, shall and will quietly leave and yield up unto the said Sir *H. O.* his Executors, Administrators and Assigns. And that the said G.R. his Executors, Administrators, & Assigns, and his and their under-tenants, shall and will from time to time, during

during the said term, grind all their several kind of grain whatsoever, that they or any of them shall expend in and upon the said demised premises, or any part thereof, at the mill or mills of him the said *H. Oniel*. And the said G. R. for himself, his Executors, Administrators, and Assigns, and for every of them, doth further covenant, promise and grant, to and with the said Sir *H. Oniel*, his Heirs and Assigns, and to and with every of them by these presents, That he the said G. R. his Executors, Administrators or Assigns, shall or will well and truly pay, or cause to be paid unto the said Sir *H. O.* his Heirs or Assigns, such several and respective Heriots for the said demised premises as are hereafter in these presents mentioned and expressed: That is to say, upon the death of the said G. R. his Executors or Administrators, dying Tenant in possession of the said premises, or any part thereof, his or their best Beast in the name of one Heriot, and upon the decease of every of his or their Lessees, Farmor, or Under-tenant of the said premises, or any part thereof, one half of the value of the price of his or their best Beast, in full lieu and satisfaction for the whole Heriot. And the said Sir *H. Oniel* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant, to and with the said G. R. his Executors, Administrators, and Assigns, & to & with every of them by these presents, That it shall and may be lawful to and for the said G. R. his Executors, Administrators & Assigns, and his or their Lessees, Farmours, and Under-tenants, from time to time, and at all times hereafter, during the said term, to have and take, in and upon the said demised premises, competent and sufficient house-boot, plough-boot, cart-boot, hedge-boot, and fire-boot, to be spent, expended and employed in, about and upon the same premises, and not elsewhere. And the said Sir *H. O.* for himself, his Heirs Executors and Administrators, and for every of them, doth farther covenant, promise and grant to and with the said G. R. his Executors, Administrators & Assigns, and to and with every of them by these presents, in manner and form following: that is to say, That the said Sir *H. Oniel* is and standeth lawfully seized of and in the said four Towns, Town-lands, or Townships before mentioned in these presents, and of and in all other the demised premises, with their appurtenances, of such good, perfect & lawful estate of inheritance in Fee-simple, as that he the said Sir *H. Oniel*, hath in himself good right, full power, and lawful authority hereby to demise, grant, bargain, sell, and to farm let the said four Towns, or Town-lands before-mentioned, and all other the premises aforesaid, with their and every of their appur-

A Covenant to pay Heriots.

appurtenances, unto the said G. R. his Executors, Administrators and Assigns, for such term of years, and in such manner and form as is herein before-mentioned and expressed: And for the further and better securing and confirming of the said four Towns or Town-lands, and other the premises with the appurtenances, unto the said G. R. his Executors, Administrators or Assigns, for and during the term aforesaid, and in manner and form as is aforesaid, according to the true intent and meaning of these presents, The said Sir *H. Oniel* for himself, his Executors, Administrators and Assigns, and every of them, doth covenant and grant to and with the said G. R. his Executors, Administrators and Assigns, and every of them by these presents, That the said G. R. his Executors, Administrators and Assigns, and every of them, shall and lawfully may, from time to time, and at all times hereafter, during the said term by these presents granted, peaceably and quietly have, hold, occupy, possess and enjoy well and truly the said four Towns or Town-lands, without any molestation or hindrance wrought by the said *H. Oniel*, or any claiming by, from, or under him, and also shall and may take, receive and perceive all Rents, and all other profits of the said four Towns or Town-lands; and all other the premises, before in or by these presents granted, bargained, sold, or to farm letten, or mentioned, agreed, or intended to be hereby granted, bargained, sold, and to farm letten, and every part and parcel thereof, with their and every of their appurtenances, under the Rents, Covenants and Agreements in these presents reserved, mentioned, or contained, without the lawful let, suit, trouble, eviction, molestation, or interruption of the said Sir *H. Oniel*, and the Lady M. his Wife, and of the Heirs or Assigns of the said Sir *H. Oniel*, or any of them, or of any other person or persons whatsoever, lawfully claiming, or which shall claim, by, from, or under him, her, them, or any of them, free and clear, and freely and clearly acquitted, exonerated, and discharged, or well and sufficiently saved and kept harmless, of, for, from, touching and concerning all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Estates for years, Statutes-Merchant, and of the Staple, Recognizances, Judgments, Executions, Annuities, Rents, Charges, Rents-seck, and all other Charges, Titles, Troubles and Incumbrances whatsoever, heretofore had, made, committed, suffered, done or assented unto by the Sir *H. Oniel* (except the yearly Rent herein before reserved) In witness, &c.

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A Joynture with divers limitations, &c. with a Proviſo for Revocation.

THis Indenture made the &c. between V. W. of &c. Eſq; and and F. his Wife, formerly the Wife of G. A. Eſq; deceaſed, of the one part: And A. B. of &c. Eſq; I. P. of &c. Gent. and I. G. of &c. Merchant, on the other part; witneſſeth, That the ſaid V. W. as well for and in conſideration of a Marriage, heretofore had and ſolemnized by and between the ſaid V. W. and the ſaid F. his now Wife, and for ſettling of a competent Joynture for the ſaid F. if it ſhall happen to ſurvive the ſaid V. W. and for the ſettling, aſſuring, and conveying of all and ſingular the Mannors, Lands, Tenements and Hereditaments hereafter in theſe preſents mentioned, with their and every of their appurtenances, in the name and blood of the ſaid V. W. for ſo long time as it ſhall pleaſe Almighty God, and to the ſeveral uſes, intents and purpoſes, and in ſuch manner and form as hereafter in and by theſe preſents is expreſſed, mentioned and declared, according to, and in purſuit of a certain Agreement made between the ſaid V. W. and F. before their ſaid inter-marriage. And alſo for divers other good and valuable conſiderations him thereunto eſpecially moving, hath granted, aliened, infeoffed, releaſed and confirmed, and by theſe preſents, doth grant, alien, infeoffe, releaſe and confirm unto the ſaid A. P. J. P. and J. G. their Heirs and Aſſigns, all that the Mannor of S. M. with all and ſingular the Rights, Members and Appurtenances whatſoever thereunto belonging, or in any wiſe appertaining, ſituate and being in the ſaid County of H. And alſo all and ſingular the Meſſuages, Lands, Tenements, Toſts, Croſts, Houſes, Edifices, Buildings, Barns, Stables, Dove-houſes, Mills, Orchards, Gardens, Meadows, Leaſoes, Paſtures, Cloſes, Feedings, Parks, Warrens, Commons, Waters, Fiſhings, Ponds, Pools, Moors, Marſhes, Woods, Under-woods, Furzes, Heaths, Waſtes, Rents, Reverſions, Services, Views of Frank, Pledge, Courts, Barons, Perquiſites and Profits of Leets and Courts, Waiſes, Eſtrayes, Felons Goods, Goods of Fugitives and Out-Laws, Tythes, Oblations, Obventions, Royalties, Priviledges, Juriſdictions, Preheminences and Hereditaments whatſoever of him the ſaid V. W. ſituate lying and being, renewing, growing, or coming in S. M. aforeſaid, or elſewhere in the ſaid C. of H. And alſo all that the Advowſon, Donation, Nomination, Preſentation, free Diſpoſition, and Right of Patronage of the Pariſh Church of S. M. aforeſaid: And all and every the

the Profits, Commodities, Emoluments, and other Hereditaments whatſoever; with all and ſingular the Appurtenances of him the ſaid V.W. ſcituate, lying and being, coming, growing, ariſing, and renewing within the Towns, Fields, Pariſh, Hamlets, and Territories of S.M. aforeſaid, or elſewhere within the ſaid County of H. and all the eſtate, right, title, intereſt, property, claim and demand whatſoever of him the ſaid V.W. of, in and to the ſame manner, meſſuages, tenements, hereditaments, and other the premiſſes, and every part and parcel thereof: and the reverſion and reverſions, remainder and remainders thereof, and of every part thereof, and all and every the rent and rents thereupon reſerved, due and payable, or any part thereof. All which premiſſes were by the ſaid V.W. bargained and leaſed to the ſaid A.B. J.P. and J.G. their Executors or Aſſigns, by Indenture bearing date, &c. for the term of three months next enſuing the making of the ſaid Indenture, as in and by the ſame Indenture, reference being thereunto had, may more fully and at large appear. To have and to hold the ſaid manner of S.M. with the appurtenances, and to all and ſingular the ſaid Meſſuages, Toſts, Crofts, Lands, Tenements, and the ſaid advowſon and right of Patronage of the Pariſh Church of S.M. aforeſaid, and every the profits, and emoluments hereby ariſing and renewing, and all and ſingular other the premiſſes hereby conveyed and aſſured, or meant or mentioned, or intended to be by theſe preſents conveyed and aſſured; with their and every of their rights, members and appurtenances, and the reverſion and reverſions, remainder and remainders thereof, and of every part thereof, unto the ſaid A.B. J.P. and J.G. and their heirs and aſſigns, to the ſeveral uſes, intents and purpoſes, and upon the truſt and confidence, and under the ſeveral proviſions, conditions and limitation hereafter, in and by theſe preſents expreſſed, limited and declared, and to and for none other uſe, intent or purpoſe whatſoever; (That is to ſay) as for and concerning all the farm meſſuage or tenement commonly called or known by the name of *Cruſh-farm*, and all and every the houſes, buildings, barns, ſtables, yards, gardens, orchards and lands, Arable, Meadow and Paſture, containing by eſtimation one hundred acres, be the ſame more or leſs; to the ſaid meſſuage, farm or tenement belonging, or in any wiſe appertaining, with the appurtenances, ſcituate, lying and being in S. M. the appurtenances now or late in the tenure or occupation of the ſaid A. B. or his aſſigns: And all the farm, meſſuage, or tenement in S. M. aforeſaid, together with all and every the houſes, edifices, buildings, barns, ſtables, yards, gardens, orchards,

orchards, arable lands, containing by estimation sixty acres, be the same more or less; and all closes, meadows, pastures, and hereditaments to the said messuage or tenement belonging, or in any wise appertaining, with the appurtenances now or late in the tenure or occupation of the said A. B. or his assigns; and also all that messuage or tenement, houses, buildings, barns, stables, orchards, gardens, arable lands, containing by estimation an hundred acres, be the same more or less, closes, meadows, pastures, lands, tenements and hereditaments to the said messuage or tenements belonging, or in any wise appertaining, scituate, lying and being in S.M. aforesaid, with the appurtenances heretofore in the tenure or occupation of C. D. and now or late in the tenure or occupation of T. W. or his assigns; and all those arable Lands, containing by estimation thirty acres, be the same more or less; and all those closes, meadows, pastures, lands, tenements and hereditaments, with their and every of their appurtenances, scituate and being in S. M. aforesaid, now or late in the occupation of &c. or his assigns; and also all those twenty acres of arable Lands, Meadows and Pastures in S. M. aforesaid, now or late in the tenure or occupation of W. H. or his Assigns: Together with all and singular Ways, Easements, Commons, Commmon of Pasture, Profits, and Commodities whatsoever to the said Premisses, or any part thereof belonging or appertaining, or therewith used and enjoyed, or excepted, reputed or taken as part or parcel, or member thereof, with their and every of their Appurtenances, To the use and behoof of the said V. W. for and during the term of his natural life, without impeachment of or for any manner of strip or waste; and from and after his decease, to the use and behoof of the said F. for and during the term of her natural life, for her Joynture, and in lieu and recompence of her Dower and Title of Dower, and from and after the several deceases of them the said V. W. and F. his Wife, then to the use and behoof of the first Son of the body of the said V. W. on the body of the said F. lawfully begotten, or to be begotten, and of the heirs males of the body of such first Son, lawfully to be begotten: and for default of such issue, then to the use and behoof of the second Son of the body of the said V. W. on the body of the said F. lawfully begotten, or to be begotten, and of the heirs males of the body of such second Son lawfully to be begotten: and for default of such issue, to the use and behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and every other Son on the body of the said F. lawfully begotten, or to be begotten, and of the heirs males of the body of every such to be

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begotten Son lawfully to be begotten, the eldeſt Son, and the Heirs males of his Body being always preferred before the younger Son, and the Heirs males of his Body, according to the ſeniority and priority of Birth and Age: and for default of ſuch iſſue, then as for and concerning all and ſingular the premiſes hereby limited and appointed to and for the Joynture and Livelihood of the ſaid F. with their and every of their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders thereof, and of every part thereof, to the uſe and behoof of the ſaid A. B. J. P. and J. G. and their Aſſigns, for and during the term of their natural lives, and the life of the longeſt livers of them, and from and after their deceaſe, and the deceaſe of the Survivor of them, to the uſe and behoof of the Executors, Adminiſtrators and Aſſigns of the Survivor or Survivors of them the ſaid A. B. J. P. and J. G. for and during, and unto the full end and term of Sixty years from thence next enſuing fully to be compleat and ended upon truſt and confidence, and to the uſes, intents and purpoſes hereafter in and by theſe preſents limited, expreſſed, and declared; (that is to ſay) from and after the deceaſe of them the ſaid A. B. J. P. and J. G. and of the Survivor of them, and from and after the end, expiration, and other determination of the ſaid term of Threeſcore years, as aforeſaid then as for and concerning the Reverſion and Reverſions, Remainder and Remainders of the ſaid Meſſuage, Lands, Tenements and Premiſes ſo limited, for lives and years aforeſaid: And as for and concerning all that the Mannor of S. M. aforeſaid, Mannor-houſe, or Capital Meſſuage, and all and every the Houſes, Edifices, Buildings, Barns, Stables, Yards, Orchards, Gardens, Lands, Cloſes, Meadows, Paſtures, Feedings, Tenements and Hereditaments, commonly called or known by the name of *The Demeſn Lands of the Mannor of S. M.* aforeſaid, ſituate, lying and being, incloſed and invironed with a Ring-hedge, near about the ſaid Capital Meſſuage, and for and concerning all other the Lands, Cloſes, Meadows, Paſtures, Feedings, Tenements and Hereditaments, with their and every of their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders thereof, whereof no Eſtate, uſe or uſes, is or are herein formerly limited and declared, to the uſe and behoof of the ſaid V. W. and his Aſſigns, for and during the term of his natural life, without any impeachment of, or for any manner of ſtrip or waſte, and from and after his deceaſe to the uſe and behoof of ſuch perſon or perſons, for ſuch eſtate & eſtates, and for ſuch uſe and uſes, and in ſuch ſort, manner and form, as the ſaid V. W. by any his deed or deeds, in writing, intended,

ded, ſealed, delivered and executed in the preſence of three credible Witneſſes at the leaſt, ſhall declare, limit and appoint, and until ſuch declaration, limitation or appointment, then to the uſe and behoof of G.W. eldeſt Son of the body of the ſaid V.W. and of the heirs males of the body of the ſaid G. W. lawfully begotten, or to be begotten, and for default of ſuch iſſue, then to the uſe and behoof of R. W. ſecond Son of the body of the ſaid V.W. begotten: and of the heirs males of the body of the ſaid R.W. lawfully to be begotten, and for default of ſuch iſſue, to the uſe and behoof of the third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and every other Son of the body of the ſaid V.W. lawfully begotten, or to be begotten, and of the heirs males of the body of every ſuch to be begotten Son, lawfully to be begotten, the elder Son and the heirs males of his body to take place, and be preferred according to the ſeniority, and priority of Birth and Age; and for default of ſuch iſſue, to the uſe and behoof of the heirs of the ſaid V. W. lawfully begotten, or to be begotten; and for default of ſuch iſſue, to the uſe and behoof of the right heirs of the ſaid V.W. for ever. And the true intent and meaning of theſe preſents, and of all the parties hereunto upon the execution of theſe preſents is, and the ſpecial truſt and confidence in them the ſaid A.B. J. P. and J. G. their Executors, Adminiſtrators and Aſſigns hereby repoſed, is hereby declared and agreed to be, That if in caſe the ſaid V.W. ſhall depart this life, having no iſſue male of his body, upon the body of the ſaid F. lawfully begotten, or without leaving the ſaid F. with Child of a Son, who hereafter ſhall be born alive, and having at the time of his deceaſe, one, two, or more Daughters of his body, on the body of the ſaid F. lawfully begotten, then living; or if there be one only Daughter, if ſhe be not preferred in Marriage with Eight Thouſand pounds portion; or if there be two ſuch Daughters, and if they be not ſeverally preferred in Marriage with One Thouſand pounds apiece, or if there be three ſuch Daughters, if they be not preferred in Marriage, with portions of One Thouſand Marks apiece, as is hereafter mentioned: Or if the ſaid V. W. leaving the ſaid F. with Child of one or more Daughter or Daughters, who ſhall after be born alive, that then the ſaid A.B.J.P.& J.G. the Survivor & Survivors of them, his and their Executors, Adminiſtrators and Aſſigns, out of the Rents, Iſſues and Profits of the ſaid Meſſuages, Cottages, Cloſes, Paſtures, Meadows, Tenements, Hereditaments, and other the premiſſes, with the appurtenances, ſo to them limited and appointed for lives and years, as aforeſaid, ſhall raiſe and levy as ſoon as conveniently may be for the portion of ſuch Daughter,

if there be but one, the sum of Two Thousand pounds of lawful &c. to be paid to such only Daughter, her Executors and Assigns, at her age of Eighteen years, or day of Marriage, which shall first happen, or as soon as the said sum of Two Thousand pounds can be raised: And if there shall be two such Daughters, the sum of One Thousand pounds apiece: Or if there be three Daughters, then for the portions of the three Daughters, the sum of One Thousand Marks a piece of current &c. to be paid to them, their Executors and Assigns severally and respectively, at their several and respective Ages of Eighteen years, or days of Marriage, which shall first happen, or as soon as the same can be conveniently raised: And upon this further trust and confidence, and to the intent and purpose, that if it shall happen the said V.W. dye, leaving one only Daughter, or two or three Daughters of his body, on the body of the said F. begotten, then living, or afterwards to be born as aforesaid; And that the said only Daughter shall happen to depart this life before she accomplish her Age of Eighteen years, or day of Marriage, or if there fortune to be two or more Daughters, then if both, or all the said Daughters dye, or depart this life before either or any of them accomplish their several Ages of Eighteen years, or be married as aforesaid; then the said several sums of money intended for the portions and advancements of such Daughter or Daughters, as aforesaid, or so much thereof as shall be raised or levied out of the Rents, Issues and Profits of all or any the Premisses, (all charges and expences being defrayed, wherein full and liberal allowance shall be made and given) shall be satisfied or paid to such person or persons as the said V.W. his Heirs or Assigns, by any writing under his or their hand, subscribed in the presence of two or more credible Witnesses, shall limit and appoint. And in default of such limitation and appointment, to the Executors or Administrators of the said V.W. and his Heirs. And upon this further trust and confidence, and to the intent and purpose that the said A.B. J.P. and J.G. and the Survivor and Survivors of them, his and their Executors and Assigns, shall out of the Rents, Issues and Profits of the said Messuages, Cottages, Lands, Tenements, Hereditaments and Premisses so to them limited for raising of portions, as aforesaid, with their and every of their Appurtenances levy and pay, or cause to be levied and paid to and for the maintenance of such Daughter or Daughters, as aforesaid; if there be but the only Daughter, the sum of 50 *l. per annum*; and if there be two or three Daughters, the sum of 30 *l. per annum* apiece, until such Daughter or Daughters respectively shall attain to her or their Age of Eighteen years, or shall be mar-

married, and her or their portions paid as aforesaid. Provided always, that it is the true intent and meaning of all the said parties to these presents, That if the said V. W. shall happen to depart this life without any issue female of his body upon the said F. begotten, or without leaving the said F. with Child of one or more Daughters that shall be after born alive, That then the Estate and Estates so limited, as aforesaid, to the said A. B. J. P. and J. G. for their lives; and after their Deceases, to their Executors and Administrators for Sixty years, shall cease, determine, and be utterly void. Provided also, that from and immediately after such time as the aforesaid A. B. J. P. and J. G. their Executors or Assigns, shall or might have limited and raised the said several sums for portions and present maintenance of such Daughter and Daughters as aforesaid, that the said Estate for lives and years limited to them in trust, as aforesaid, shall cease, determine, and be utterly void; and the said Messuages, Cottages, Lands and Tenements, and all and singular other the premisses so to them limited, as aforesaid, in trust, shall immediately go and be to such person or persons to whom the Reversions or Remainder of the said Messuages, Lands and Premisses shall belong and appertain. And the said V. W. for himself, his Heirs, Executors, Administrators and Assigns, and every of them, doth covenant, grant, and agree, to and with the said A. B. J. P. and J. G. their Heirs, Executors, Administrators and Assigns, and to and with every of them by these presents, that the said Messuages, Cottages, Closes, Meadows, Pastures, Tenements and Hereditaments, and all and singular other the premisses, before by these presents so respectively limited and appointed for the Joynture of the said F. now are, and so from time to time, and at all times hereafter (for and notwithstanding any act or default of the said V. W. his Heirs or Assigns, or any of them) shall remain, continue, and be to the said F. and her Assigns, of the clear yearly value of &c. over and above all charges and reprizes. Provided always, and upon this further condition, and to the further use, intent and purpose, That if the said V. W. happen to depart this life, leaving a Son of his body on the body of the said F. lawfully begotten, and the said F. do him survive, and afterwards to inter-marry with any person or persons whatsoever, that then, from and immediately after the said Marriage, as for and concerning one full fifth part (in five parts to be divided) of all and singular the said Messuages, Lands, Tenements and Hereditaments, with the Appurtenances before hereby specified to be limited & appointed to and for the Joyn-

ture of the ſaid F. aforeſaid, that the uſe and uſes, eſtate and eſtates thereof limited to the ſaid F. ſhall ceaſe, determine, and be utterly void, and that from thenceforth they the ſaid A. B. J. P. & J. G. and the Survivor and Survivors of them, his and their Heirs and Aſſigns, ſhall ſtand and be ſeized of the full fifth part of the ſaid Meſſuages, Lands and Premiſſes, from and immediately after the inter-marriage of the ſaid F. to the uſe and behoof of the ſaid Son of V.W. on the body of the ſaid F. begotten, for and during the term of the natural life of the ſaid F. for her maintenance, any thing herein contained to the contrary in any wiſe notwithſtanding. Provided alſo, and upon this condition, and ſo it is covenanted, granted, declared and agreed by and between all and every of the ſaid parties to theſe preſents, and their Heirs and Aſſigns reſpectively, and it is the true intent and meaning of theſe preſents, That it ſhall and may be lawful to and for the ſaid V.W. at any time hereafter, during his natural life, from time to time, by one or more Indenture or Indentures under his Hand and Seal, to leaſe, demiſe, ſet and to farm-let all and every or any of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances, which have been uſually ſet and to farm-letten, unto any perſon or perſons whatſoever, for the term of three lives, or for any number of years determinable upon one, two, or three lives, or for the term of One and twenty years, or over or under in poſſeſſion, and not in reverſion, ſo as upon every ſuch Leaſe and Demiſe, the antient and accuſtomed Rent, or more, or the Rent or the Rents now payable or paid, or more (over and beſides Duties, Heriots, and Services due and accuſtomed) be thereupon reſerved, and ſo as ſuch Rents, Duties, Heriots, and Services upon ſuch Leaſe and Leaſes, ſeverally reſerved, ſhall and may be, and continue due and payable unto him, her or them reſpectively and ſucceſſively, unto whom the reverſion and reverſions, and remainder thereof, is hereby limited and appointed, as aforeſaid. Provided alſo, and upon this further condition, and ſo it is covenanted and agreed by and between all and every the parties to theſe preſents, That if at any time from and after the death of the ſaid V.W. the ſaid G W. Son and Heir of the ſaid V.W. or ſuch other perſon or perſons as ſhall be Heirs at Law of the ſaid V. W. ſhall and do well and truly ſatisfie and pay, or cauſe to be ſatisfied and paid unto the ſaid A. B. J. P. and J. G. and to the Survivor or Survivors of them, his and their Heirs, Executors, Adminiſtrators and Aſſigns, if H. A. Son of the ſaid F. be then living, the ſum of four thouſand and five hundred pounds of current, &c. And if the ſaid

H. A.

H.A. be dead, the ſum of five thouſand pounds of like current money, at or in the &c. To the end, that thereby the ſaid *A.B.* J.P. & J.G. their Heirs, Executors, Adminiſtrators and Aſſigns, may be thereby enabled to purchaſe Lands and Tenements, of the value of &c. or may employ and diſpoſe of the ſame, for the uſe, benefit and advantage of the iſſue of the body of the ſaid F. lawfully begotten, or to be begotten, or if the ſaid V.W. or the ſaid Heir at Law, as aforeſaid, or any of them, ſhall at their own proper coſts and charges, ſettle, convey and aſſure, or cauſe and procure to be conveyed and aſſured, other Lands, Tenements and Hereditaments, which ſhall be of the clear yearly value of Two hundred and fifty pounds *per annum*, above all Charges and Reprizes, unto the ſaid *A.B.* J.P. & J.G. their Heirs and Aſſigns, and to the Survivor and Survivors of them, his and their Heirs, Executors, Adminiſtrators and Aſſigns, to the like ſeveral uſes, intents and purpoſes, and upon the like truſts and confidences, and under the like conditions, proviſoes, powers and limitations, as are hereby formerly limited and appointed, excepting only the ſaid Meſſuage, Lands and Tenements herein and hereby limited to and for the Joynture of the ſaid F. that then and immediately from and after ſuch payment or ſettlement, as aforeſaid, the ſeveral uſes and eſtates herein and hereby limited (other then the eſtate for life limited to the ſaid F. as aforeſaid) of, for, or concerning the ſaid Lands and Premiſſes, for the uſe and benefit of the iſſue of the body of the ſaid V. W. on the body of the ſaid F. lawfully begotten, or to be begotten, and every of them ſhall ceaſe, determine, and be utterly void. And the ſaid V. W. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, grant and agree, to and with the ſaid *A.B.* J.P. & J.G. their Heirs and Aſſigns, and to and with every of them by theſe preſents; That for or notwithſtanding any act or thing whatſoever, heretofore done or ſuffered by the ſaid V.W. his Heirs or Aſſigns, or hereafter by him, them, or any of them, to be done or ſuffered to the contrary, the ſaid V. W. now is, and ſo at the time when the firſt Eſtate of the ſaid Mannor, Advowſon, Meſſuages, Lands, Tenements and Premiſſes, and every part and parcel thereof, ſhall be conveyed and aſſured to the ſaid *A.B.* J.P. and J. G. their Heirs and Aſſigns, to the uſes aforeſaid, ſhall ſtand and be ſeized thereof, of a good, perfect, abſolute and indefeazible Eſtate of inheritance in fee-ſimple, or fee-tail, without any Reverſion or Remainder in the Crown, or without any Covenant or uſe to alter, change or determine the ſame. And alſo that he the ſaid V.W. for and not-

notwithſtanding any act or thing whatſoever, heretofore done or ſuffered to the contrary, as aforeſaid, hath, and ſo at the time of the execution of the ſaid firſt Eſtate of the ſaid Mannor, Advowſon, Meſſuages, Lands, Tenements and Premiſſes, and every part and parcel thereof, with their and every of their Appurtenances, to the ſaid *A.B.* J.P. and J.G. their Heirs and Aſſigns, ſhall have full power, good right and lawful Authority to grant, convey and aſſure the ſaid Mannors, Meſſuages, Lands, Advowſons, Tenements and Premiſſes, with their and every of their Appurtenances, to the ſaid *A.B.* J.P. and J.G. their Heirs and Aſſigns, to the uſes, intents and purpoſes aforeſaid, according to the true intent and meaning of theſe preſents. And the ſaid V.W. for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, doth covenant, promiſe, grant and agree to and with the ſaid *A.B.* J.P. and J.G. and their Heirs and Aſſigns, and to and with every of them by theſe preſents, That the ſaid V.W. and his Heirs, ſhall and will from time to time, and at all times hereafter, during and within the &c. years next enſuing the date of theſe preſents, upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid V.W. his Heirs or Aſſigns, or any of them, do make, acknowledge, levy, execute and ſuffer, or cauſe to be made, done, levied, acknowledged, executed and ſuffered, all and every ſuch further and other lawful and reaſonable act and acts, thing and things, device and devices, conveyance and conveyances, aſſurance and aſſurances in the Law whatſoever, for the further, more perfect and better aſſurance, ſurety, ſure-making, conveying and aſſuring of the ſaid Mannor, Advowſon, Meſſuages, Lands, Tenements and Hereditaments, and all and ſingular the premiſſes, with their and every of their Appurtenances, unto the ſaid *A.B.* J.P. and J.G. their Heirs and Aſſigns, to the uſes, intents and purpoſes, and under the conditions, proviſoes and limitations before mentioned, expreſſed and declared, and to and for none other uſe, intent or purpoſe whatſoever, Be the ſame by one or more fine or fines, with proclamations to be levied and executed in due form of Law, Feoffment or Feoffments, Recovery or Recoveries, with ſingle, double, or treble Voucher or Vouchers, Deed or Deeds, Enrolled or not Enrolled, the Enrollment of theſe preſents, Releaſe, Confirmation with warranty, as aforeſaid, or otherwiſe without warranty, or by all, every or any of the foreſaid ways or means, or by any other lawful and reaſonable ways or means whatſoever, as by the ſaid A.B. J.P. and J.G. the Survivor or Survivors of them, his or their heirs or aſſigns, or as by his, their, or any of their

Council

Council learned in the Law, shall be reasonably devised or required: which said Fine or Fines, Feoffment or Feoffments, Recovery or Recoveries, and assurances whatsoever, had, made and executed, or hereafter to be had, made and executed by the said V.W. his Heirs and Assigns, or by any other person or persons whatsoever, touching and concerning all and every, or any of the premisses, with their and every of their Appurtenances, and every part and parcel thereof, shall be and enure, and shall be adjudged, demised, construed, and taken to be and enure, to the uses, intents and purposes before in and by these presents limited, expressed and declared, and to and for none other use, intent or purpose whatsoever, any former or other Declaration of use or uses to the contrary thereof, in any wise notwithstanding. Provided nevertheless, and upon the condition, and it is covenanted, declared and agreed by and between all and every the parties to these presents, their Heirs & Assigns, and every of them respectively by these presents, That it shall and may be lawful to and for the said V.W. at any time or times hereafter, during his natural life, by his Deed or Deeds indented, to be by him sealed and delivered in the presence of three or more credible Witnesses, by and with the consent and approbation of the said A.B. J.P. and J.G. or of the Survivor or Survivors of them, his or their Heirs or Assigns, testified in Writing, under their hands and seals, to alter, change, revoke, determine, or make void all or any the estate or estates, use or uses, before by these presents limited and appointed, except only the uses before hereby limited & appointed to or for the Joynture of the said F. as aforesaid, and that from and after such alteration, change, revocation, determination or making thereof, or of any part thereof, these presents and all other assurances in the Law whatsoever, shall be and enure, and shall be adjudged, deemed, construed and taken to be, and to enure. And they the said A.B. J.P. and J.G. and their Heirs and Assigns, and the Heirs and Assigns of the Survivor and Survivors of them, shall stand and be seized of all and singular the premisses (except before excepted) or so much thereof, whereof such alteration, change, revocation, determination, or making void, shall be had and made, as aforesaid, to such other use and uses, and to the use of such person and persons, and for such Estate and Estates, and in such sort, manner and form, as the said V. W. by any Deed or Deeds indented, sealed, delivered and executed in the presence of three or more credible Witnesses, by and with such consent and approbation shall declare, limit or appoint: and from and after such Revocation, in default of such Declaration, Limitation and Appointment, then to the uses, in-

tents and purposes before by these presents limited, expressed and declared, and to and for none other use, intent or purpose whatsoever; any thing in these presents, or in any former or other Declaration of use or uses contained to the contrary thereof in any wise notwithstanding. In witness, &c.

A Condition for the payment of Rent Quarterly, for Lands held from year to year, at the pleasure of the Lessor.

THE Condition of this Obligation is such, That whereas the above-bounden T. H. hath and holdeth from year to year, at the will and pleasure of the above named J.M. certain Closes and parcels of ground lying and being in the Parish of S. above-written, in the County of *Berks*, parcel of the Lands belonging to the Tenement there called B. for and under the yearly Rent of &c. to be paid quarterly. If therefore the said T.H. his Heirs, Executors and Administrators, or any of them, do well and truly pay, or cause to be paid unto the said J.M. or to his certain Attorney, Executors or Assigns, the said yearly Rent of &c. at the now dwelling house of the said J.M. in T. above-written, in manner and form as followeth; (that is to say) upon the Four and twentieth day of *June* next ensuing the date hereof, &c. upon the Eight and twentieth day of *September*, next also ensuing other, &c. upon the Four and twentieth day of *December*, next also ensuing other, &c. other upon the Four and twentieth day of *March*, which shall be in the year of our Lord God, &c. and &c. and so forth quarterly and every quarter: the one next and immediately ensuing the other upon the like days, the sum of &c. during all the time and term that the said T. H. and his Assigns, shall so hold and enjoy the said Closes and Grounds, at the Will of the said J.M. And moreover do from time to time during all the said term, at his own costs and charges maintain and keep the same premisses in good and sufficient fences and bounds; and in the end of the same time, do leave and yield up the same well and sufficiently fenced and bounded, without any cavillation: That then, &c.

A Sale of the Moiety of Rent reserved by Lease.

THis Indenture made the &c. Between R. B. of &c. Executor of the last Will and Testament of R.B. late of &c. deceased, and P. R. &c. on the one part; and *A.* G. &c. on the other part: Witnesseth, That whereas the said P. R. being interessed and possessed by Lease dated, &c. made and granted

granted unto him the said P. R. by and from one W. T. of &c. or all that Messuage, Tenement or Inn, called or known by the Name or Sign of the *Black-bull*, situate in *Fleetstreet*, in the Parish of St. *Dunstans*, &c. And of all Cellars, Soilers, Rooms, Barns, Stables, Hay-lofts, Gate-houses, Liberties of passage, Court-yards, Windows, Lights, Water-courses, Racks, Plancks, Mangers, and all other the appurtenances whatsoever to the said Messuage or Tenement belonging, or appertaining, (except as in the said Lease made to the said P. R. or the premisses, is excepted) did afterwards by his Indenture of Lease bearing date &c. for the considerations therein expressed, demise, grant, and to farm-let unto T. R. Citizen, &c. his Executors, Administrators and Assigns, all those Rooms, Chambers, Lodgings, Cellars, and Easements hereafter particularly mentioned, being parcel of the said Messuage, Tenement or Inn called &c. and then in the tenure of the said T.R. or of his Assigns (that is to say) one Cellar lying under the shop, then and yet in the occupation of the said T. R. or his Assigns, one Room or Chamber towards the street, called *The Crown*, being part over the said shop, and part over the said gate, or way leading into the said Messuage, Tenement or Inn called the *Black Bull*, one other little dark Room or Chamber called the *Faggot-Chamber*, lying backward behind part of the said Room or Chamber, called the G. on the same floor, with liberty to make and contrive convenient light or lights, from the yard of the said Messuage, Tenement or Inn aforesaid, to serve the said Room, called the F. Room, and the same so made, to enjoy during the said Lease, one other Room, Chamber or Lodging towards the street, called *The Angel*, directly over the said Chamber called C. One other Chamber or Lodging, commonly called *The two Bed-Chambers*, lying backward, behind part of the said Room or Chamber, called the *A.* on the same floor, and all other piece and parcel of the low Rooms then in the occupation of the said T.R. or his Assigns, to contain by estimation, &c. next behind the West-end or side of the said Shop, then in the occupation of the said T.R. towards the North, for the making and contriving of a pair of stairs to lead from the said Shop unto the said demised premisses, and also from thence to make and contrive a convenient way or passage to lead into the Cellar before mentioned; together with all lights, wayes, easements, commodities and appurtenances, to the said premisses belonging or appertaining. To have and to hold the said, &c. unto the said T. R. his Executors, Administrators and Assigns, from the feast of &c. then next coming after the date of the said Lease last recited unto the end & term of &c. from thence next ensuing,

enſuing, and fully to be compleat and ended. And for and under the yearly Rent or Reverſion of the firſt two years, and one quarter of the ſaid Term of one pepper-corn, and afterwards during the whole term, for and under the yearly Rent of &c. payable as in and by the ſaid Indenture of Leaſe, made to him the ſaid T. R. (amongſt divers other covenants, grants, articles and agreements therein contained) more fully and at large it doth and may appear. And whereas after-

Recited. wards the whole Eſtate, Right, Title, Intereſt, Term of years, Property, Claim and Demand of the ſaid T. R. in and to the ſaid premiſes before mentioned or recited, by good and ſufficient Conveyances in that behalf made, came into the hands and poſſeſſion of the ſaid R. R. who died thereof lawfully poſſeſſed, and by and after whoſe deceaſe the ſaid Indenture of Leaſe firſt mentioned, term of years and premiſes aforeſaid, was lawfully veſted and ſettled in the ſaid R. B. as Executor of the laſt Will and Teſtament of the ſaid R. R. And whereas the ſaid R. B. being of the premiſes ſo poſſeſſed as aforeſaid, by his Indenture or Deed indented, bearing date &c. for the conſiderations therein mentioned, did grant, bargain, ſell, aſſign and ſet over unto J. C. &c. his Executors, Adminiſtrators and Aſſigns, the moity or one half part of the Meſſuage, Tenement or Inn, called, *The Black Bull*, aforeſaid, and the moity of all and ſingular Shops, Cellars, Sollers, Rooms, Barns, Stables, Hay-lofts, Gate-houſes, Liberties of Paſſage, Courts, Yards, Windows, Lights, Water-courſes, Racks, Planks, Mangers, and all other the Appurtenances whatſoever, to the ſaid Meſſuage, Tenement or Inn belonging or appertaining, and the moity of all Houſes, Edifices and Buildings then ſtanding or being upon the premiſes, or any part thereof, and the moity of all and ſingular other the premiſes whatſoever, mentioned to be demiſed in and by the ſaid Indenture of Leaſe firſt mentioned (except as in the ſame Indenture is excepted) To Have and to Hold the ſaid moity, or the ſaid Meſſuage, Tenement or Inn, called the &c. and of all other the premiſes aforeſaid, (except before excepted) unto the ſaid J. C. his Executors, Adminiſtrators and Aſſigns, from thenceforth during the reſidue then to come and unexpired of the whole term granted by the ſaid Indenture of Leaſe firſt mentioned, made to the ſaid P. R. as aforeſaid; as in and by the laſt Indenture or Deed indented (amongſt other things alſo) more at large it doth and may appear. Now this Indenture witneſſeth, That the ſaid R. B. and P. R. for and in conſideration of the ſum of &c. to him the ſaid P. R. by direction and appointment of the ſaid R. B. well and truly paid, before the enſealing

enſealing and delivery of theſe preſents by the ſaid A. G. whereof they the ſaid R. B. and P. R. do acknowledge themſelves to be fully ſatisfied, contented and paid; and thereof, and of every part and parcel thereof, do clearly acquit and diſcharge the ſaid A. G. his Executors and Adminiſtrators by theſe preſents have granted, bargained, ſold, aſſigned, and ſet over, and by theſe preſents do clearly and abſolutely grant, bargain, ſell, aſſign and ſet over unto the ſaid A. G. his Executors, Adminiſtrators & Aſſigns, all that the moity or half part of all and ſingular the ſaid Rooms, Chambers, Lodgings, Cellars, Wayes, Lights, Liberties, Paſſages, Commodities and Appurtenances; and of all other the premiſes demiſed to the ſaid T. R. by the ſaid P. R. in and by the ſaid Indenture of Leaſe, before recited, and of every part and parcel thereof, together with the moity or half part of the ſaid yearly rent of &c. reſerved by the ſaid Indenture of Leaſe, and full liberty, power and authority to receive and take the ſame from time to time, at ſuch Feaſts and days as the ſame ſhall grow due and payable by the ſaid Leaſe, during the ſaid term thereby granted. To Have and to Hold the ſaid moity of all and ſingular the ſaid Rooms, Chambers, Lodgings, Rents, and other the premiſes, with the appurtenances, before by theſe preſents mentioned to be granted, bargained, ſold, aſſigned and ſet over, and every part and parcel thereof, with liberty, power and authority to receive and take the ſaid Rents, as aforeſaid unto the ſaid A. G. his Executors, Adminiſtrators and Aſſigns, from the enſealing and delivery of theſe preſents, for and during all the reſt and reſidue of the ſaid term of &c. years to him the ſaid T. R. granted as aforeſaid, now to come and unexpired, in ſuch like large and ample manner to all intents and purpoſes, as they the ſaid R. B. and P. R. or either of them might ſhould or in any wiſe ought to have, take and enjoy the ſame. And the ſaid R. B. and P. R. for themſelves and either of them, their and either of their Executors, Adminiſtrators and Aſſigns, and for every of them, do covenant, promiſe and grant, to and with &c. (That is to ſay) That the ſaid R. B. & P. R. or one of them, at the time of the enſealing & delivery of theſe preſents, are & ſtand, or one of them, is & ſtandeth ſo lawfully & abſolutely poſſeſſed of the premiſes, as that they the ſaid R. B. & P. R. or one of them, now have or hath good right, full power, and lawful authority thereby to grant, bargain, ſell, aſſign and ſet over the ſaid moity of the ſaid ſeveral Rooms, Chambers, Lodgings, and other the premiſes with the appurtenances before by theſe preſents mentioned to be granted, bargained, ſold, aſſigned and ſet over, and every part and parcel thereof, unto

the

the said A. G. his Executors, Administrators and Assigns, in manner and form aforesaid. And further that he the said A. G. his Executors, Administrators and Assigns, and every of them, shall from time to time, and at all times hereafter, during the rest and residue of the said term of &c. years, granted to the said T. R. as aforesaid, peaceably and quietly have, hold and enjoy the moity of the said rooms, chambers, lodgings, and other the premises, with the appurtenances before mentioned to be demised to the said T. R. by the Indenture of Lease above-recited, and every part thereof; and the moity of the said yearly Rent of &c. by the same Indenture reserved, shall or may receive, take and enjoy from time to time, as the same shall grow due during the said term, without the let, suit, trouble, disturbance or eviction of him the said R. B. and P. R. or either of them, their Executors, Administrators and Assigns, or any of them, or of any other person or persons whatsoever, lawfully claiming, by, from, or under them, or either, or any of them; or by, from or under their, or any of their means, act, title, consent or procurement, or by, from or under the said R. R. deceased, and also acquitted and discharged of and from all and all manner of former Grants, Bargains, Sales, Leases, Statute-Merchant, and of the Staple, Recognizance, Judgments, Executions, Surrenders, Forfeiture, Re-entries, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever, had made, committed or done, by the said P. R. and R. B. and R. R. deceased, or any of them; or to be had, made, committed or done by the said P. R. and R. B. their Executors, &c. or any of them, or by their or any of their means, act, title, interest, default, consent or procurement. In witness, &c.

A Lease of Lands by way of Mortgage, in consideration of a sum of money.

THis Indenture made the &c. Between the Right Honourable E. Earl of B. the Lady L. his Wife, Countess of B. the Right Honourable the Lord M. Baron of R. in the County of &c. Sir F. G. of &c. and E. W. of &c. on the one part: and J. W. of &c. on the other part: Witnesseth, That in consideration of the sum of &c. to the said E. Earl of B. and the Lady L. Countess of &c. in hand paid by the said T. W. before the ensealing and delivery of these presents, whereof they do acknowledge the receipt, and thereof, and of every part and parcel thereof, do hereby clearly & absolutely acquit, exonerate and

Consideration.

and discharge the said J. W. his Heirs, Executors, Administrators and Assigns, and every of them, for ever by these presents: They the said W. Lord M. Sir F. G. and E. W. at and by the special direction and appointment of the said E. Earl of B. and the Lady L. Countess of B. Have demised, granted, bargained and sold, and by these presents do demise, grant, bargain and sell unto the said J. W. his Executors, Administrators and Assigns, all those Closes or Grounds, hereafter particularly named, situate, lying and being in the hamlets, parish or fields of *Butler* in the County of R. (That is to say) One Close of pasture and meadow-ground, commonly called or known by the name of *New Cow-close*, containing by estimation 100 acres, now in the tenure or occupation of R. J. Gent. or his Assigns, one other Close of pasture, called &c. containing by estimation 170 acres at least, now in the tenure or occupation of *William Dalby*, or of his Assigns, two Closes of pasture, &c. together with all and singular the ways, passages, profits, commodities, advantages and appurtenances whatsoever, to the said several Closes or Grounds, and every or any of them belonging, or in any wise appertaining, or with them, or any of them, now or heretofore usually occupied, demised or enjoyed, or accepted, repured, taken or known, for or as part or parcel of them, or any of them. And the reversion and reversions, remainder and remainders, rents and yearly profits whatsoever, of all and singular the said Closes and Premisses before mentioned, and of every of them. To have and to hold the said Closes, Fields, Grounds, Hereditaments, and all and singular other the Premisses, with their and every of their Appurtenances before by these presents demised, or mentioned to be hereby demised, granted, bargained or sold, and every part and parcel thereof, unto the said J. W. his Executors, Administrators and Assigns, from the &c. day of &c. next ensuing the date of these presents, unto the full end and term of 99 years, from thence next ensuing, and fully to be compleat and ended: Yielding and paying therefore yearly unto the said W. Lord M. Sir F. G. and E. W. their Heirs and Assigns, one Pepper-corn only at the &c. if the same be demanded. Provided always, and it is fully agreed between the said parties to these presents, and every of them, That if the said E. Earl of B. the Lady J. Countess of B. W. Lord M. Sir F. G. and E. W. or any of them, their or any of their Heirs, Executors, Administrators and Assigns, or any of them, do and shall, well and truly pay, or cause to be paid unto the said J. W. his Executors, Administrators or Assigns, the sum of &c. in or upon the &c. at or in the &c. between the hours of &c.

That

That then this preſent demiſe, grant, bargain and ſale ſhall be utterly void, fruſtrate, and of none effect, any thing herein before contained to the contrary thereof in any wiſe notwithſtanding. And that the ſaid E. Earl of B. the Lady L. Counteſs of B. W Lord M. Sir F.G. and E.W. or ſome of them, their or ſome of their Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall and will, well and truly pay, or cauſe to be paid unto the ſaid J.W. his Executors, Adminiſtrators or Aſſigns, the ſaid ſum of &c. in or upon the &c. at or in the place aforeſaid, and between the hours of &c. according to the true intent and meaning of theſe preſents. And further, That the ſaid Cloſe, Grounds, and other the Premiſſes before, in and by theſe preſents mentioned to be demiſed, granted, bargained and ſold, now are and be, and ſo during the whole term of &c. hereby granted, bargained and ſold, ſhall be, remain and continue of the clear yearly value of &c. over and above all charges and Reprizes. And moreover if default be made in payment of the ſaid ſum of &c. herein before in the ſaid Proviſo mentioned, or any part thereof, at the day, time and place before mentioned and limited for the payments thereof. That then the ſaid J.W. his Executors, Adminiſtrators and Aſſigns, and every of them, ſhall and may from time to time, and at all times during the ſaid term of &c. peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Grounds, Lands, Tenements, Hereditaments, and all other the premiſſes herein before mentioned to be demiſed, granted, bargained or ſold, with all and ſingular their and every of their appurtenances, and every part thereof; without the let, ſuit, trouble, denial, diſturbance, expulſion or interruption of the ſaid E. Earl of B. the Lady L. &c. W. Lord M. Sir F. G. and E. W. and of all and every other perſon or perſons whatſoever, and diſcharged of and from all other bargains, ſales, gifts, grants, leaſes, ſtatutes, recognizances, extents, judgments, and all charges, eſtates, titles, troubles and incumbrances whatſoever, had, made, commited, ſuffered or done, or to be had, &c. by the ſaid E. Earl of B. the Lady L. Counteſs of &c. W. Lord M. Sir F.G and E.W. or any of them, or by any other perſon or perſons whatſoever. And further, that if default be made in payment of the ſaid ſum of &c. or any part thereof, at the day, time and place aforeſaid, that then the ſaid E. Earl of B. the Lady L. Counteſs of B. W. Lord M. Sir F. G. and E. W. their Heirs

For payment of the money.

For the quiet enjoying of the premiſſes, upon default.

For further aſſurance upon default.

Heirs, Executors, Administrators and Assigns, and all and every other person or persons lawfully having, claiming, or pretending to have or claim any manner of Estate, Right, Title, Interest, Claim or Demand whatsoever, of, in or to the said Closes, Grounds, Hereditaments and Premises, or any part thereof, shall and will make, do, suffer and execute, or cause and procure to be done, made, suffered and executed, all and every such further lawful and reasonable act and acts, thing and things, device and devices in the law whatsoever, for the further, better and more perfect assurance, surety, sure-making and conveying of the said Closes, Grounds and Premises, with the Appurtenances, and every part thereof, unto the said J. W. his Executors, Administrators and Assigns, during the said term of ninety and nine years, according to the intent and meaning of these presents, as by the said J. W. his Executors or Assigns, or by his or their Council learned in the Law, shall be reasonably devised, or advised and required. And the said W. Lord M. Sir F. G. and E. W. for themselves severally, and not joyntly, nor one of them for each other, their several Heirs, Executors, Administrators and Assigns, and for every of them respectively, do covenant promise and grant, to and with the said J. W. his Executors, Administrators and Assigns, and every of them by these presents; That if default of payment be made of the said sum of &c. or any part thereof, at the day, time and place aforesaid, that then the said J. W. his Executors, Administrators and Assigns, shall and may from time to time, and at all times during the said term of &c. peaceably and quietly have, hold, possess, and enjoy the said Closes, Grounds, and other the premises before-mentioned, to be hereby demised, granted, bargained or sold, without the lawful let, suit, trouble, denial, disturbance, expulsion, eviction or interuption of them the said W. Lord M. Sir F. G. and E. W. severally, their and every of their several and respective Heirs and Assigns, or any of them, or of any other person or persons lawfully claiming in, by, from or under them, or any of them respectively, as aforesaid; And discharged and clearly acquitted of and from all former Bargains, Sales, Gifts, Grants, Statutes, Recognizances, Extents, Judgments, and of and from all other Charges, Estates, Titles, Troubles and Incumbrances whatsoever, had, made, committed, suffered or done by the said W. Lord M. Sir F. G. and E. W. or any of them respectively, their or any of their several Heirs, Executors, Administrators or Assigns, or any other person or persons, claiming or to claim, in, by, from or under them, or any of them severally and respectively, their or any of their several Estates, Act, Title, Means, Consent, or Procurement

curement. In witneſs whereof, the parties firſt above-named, to theſe preſent Indentures, have interchangably ſet their hands and ſeals. Given the day and year firſt above written, *Anno*, *Dom.* 1634.

A Covenant that after the default of payment, the poſſeſſion of Lands in Mortgage ſhall be delivered to the Mortgagee, and alſo all Deeds and Writings concerning the ſame.

AND the ſaid A.B. for himſelf, &c. That he the ſaid A. B. his Heirs and Aſſigns, ſhall and will upon reaſonable requeſt to him or them to be made, after default ſhall happen to be made of, or in any of the payments aforeſaid (if it ſhall happen ſo to fall out) deliver, or cauſe to be delivered unto the ſaid C.B. his Heirs and Aſſigns, the quiet and peaceable poſſeſſion and ſeizin of all and ſingular the before bargained premiſſes. And ſhall then alſo after ſuch default of payment within one month then next enſuing, deliver and cauſe to be delivered unto the ſaid C.D. his Heirs & Aſſigns, as well all and ſingular the Letters-patents, Deeds, Evidences, Writings, Eſcripts and Monuments before by theſe preſents bargained and ſold, as alſo the true copies of all ſuch other Deeds and Writings, as do touch and concern the before bargained premiſes, or any part thereof. Together with any other Lands, Tenements or Hereditaments not before mentioned: The ſaid Copies to be written at the Coſt of the ſaid D. his Heirs and Aſſigns.

A Letter of Attorney upon Covenant.

TO all Chriſtian people, &c. I O.B. of &c. Son and Executor of A. B. &c. Whereas by one Indenture bearing date, &c. made between the ſaid A. B. on the one part, and C.D. of &c. on the other part; There are divers Covenants contained on the part and behalf of the ſaid C. D. his Executors and Adminiſtrators, to be kept and obſerved, touching a Leaſe granted to the ſaid A.B. by the Dean and Chapter of the Collegiate Church of &c. of a certain tenement lying in the Precincts of *Saint Martins le grand* in *London*, and covenanteth to be tranſferred over by the ſaid A. B. to the ſaid C. D. as by the ſame Indenture, whereunto relation being had, more at large it may appear. Now know ye, that I the ſaid O.B. for divers good cauſes and conſiderations me moving, and eſpecially for that it appeareth by the ſaid Indenture that the name of my ſaid Father was uſed only in truſt for the benefit of

E.D.

E. D. Wife of the ſaid C. D. and their iſſue, have made ordained, conſtituted, and in my ſtead and place put and appointed my well-beloved friend E. H. of &c. to be my true and lawful Attorney, for me, and in my ſtead and name, if need require, to ſue, implead and proſecute the ſaid C. D. his Executors or Adminiſtrators, for or upon the breach or non-performance of all or any the ſaid Covenants in the ſaid Indenture ſpecified, and to have, receive and take for the uſe of &c. aforeſaid, all ſuch benefit, ſum and ſums of money, commodity and advantage whatſoever, which ſhall be recovered or gotten by means of any ſuch ſuits, actions or proceedings to be brought or commenced concerning the ſame: And all and other act and acts, thing and things whatſoever, which ſhall be needful to be done in and about the premiſes, the ſame for me, and in my ſtead and name, to do, execute and perform in ſuch like large and ample manner and form, to all intents and purpoſes, as I may, might, or could do, if I were there perſonally preſent. And whatſoever lawful actions, ſuits, proceſs and proceedings ſhall be hereafter commenced, ſued or proſecuted by the ſaid E. D. or his Aſſigns, againſt the ſaid C. D. his Executors or Adminiſtrators, touching the premiſes, I promiſe to allow, maintain, juſtifie and confirm by theſe preſents, without releaſing or diſcharging the ſaid C. D. his Executors or Aſſigns, of the Covenants aforeſaid, or any of them, or of any ſuit, proceſs or proceeding, thereupon to be brought or commenced. In witneſs, &c.

An Aſſignment, with a Proviſo to have the Leaſe again upon payment of a ſum of money.

THis Indenture made &c. between G. B. of &c. of the one part, and W. H. of &c. of the other part. Whereas one R. G. and his Wife, by their Deed indented, bearing date &c. for the conſideration in the ſaid Deed indented expreſſed, did demiſe, grant, and to farm let unto the ſaid G. B. all that the moity and half-deal of the Mannor of D. with the appurtenances, ſet, lying and being in &c. and the moity and half-deal of all their Meſſuages, Dove-houſes, Edifices, Buildings, Lands, Tenements, Rents, Reverſions, Services, Mills, Meadows, Leaſows, Paſtures, Woods, Underwoods, Commons, Heaths, Profits, Commodites and Hereditaments to the ſaid Mannor of &c. belonging, ſet, lying and being within the Town, Fields, Pariſhes, and Hamlets of C. N. D. within the ſaid County of G. or accepted, reputed, or taken, &c. To have and to hold &c. with divers Covenants, Articles, Agreements & Reſervations in the ſaid Indentu-

ture contained, as by the said Indenture &c. Now this Indenture witnesseth, that the said G. B. for divers and sundry &c. hath given, granted, alienated, assigned and set over, and by these presents doth &c. as well the said moity &c. as also all the estate, right, title, use, interest, possession, claim and demand whatsoever of the said G. B. had and made as is aforesaid. To have and to hold the said moity and half-deal of the said Mannor of D. with the appurtenances, and all the estate, right, title, use, interest, claim, possession and demand whatsoever of the said G. B. &c. Provided nevertheless, and it is agreed between the said parties to these presents, That if the said G. B. his Heirs, Executors, or Assigns, or any of them, do at any time hereafter pay and deliver, or cause to be paid and delivered unto the said W. H. his Executors or Assigns, or any of them, the sum of &c. of lawful money of *England*, at one intire payment at or in the Church-porch of the Parish-Church of C. aforesaid, within the said County of G. at or in the place where the said Parish Church now standeth, that then & from thenceforth as well this present Grant & Assignment, and every Clause, Article and Sentence herein contained, to be utterly void, frustrate, and of none effect: as also that then and from thenceforth the said moity of the said Mannor of D. and all other the premises whatsoever, with their appurtenances, and every part and parcel thereof by these presents assigned and set over unto the said W. H. shall come and be to the said G. B. his Executors and Assigns, for and during all the number of years that shall (at the time of the payment to be had and made in manner and form aforesaid) be then to come and unexpired of the said term of &c. years granted unto the said G. B. his Executors and Assigns, as is aforesaid; as though this present Indenture of Assignment of the premises had not been had or made. In witness, &c.

A Revoking of a pretended Contract of Matrimony.

LEt all men know and take notice by these presents, That we F. D. of S. and J. H. of &c. being desirous to have matters cleared between us concerning such proceedings as have been about Treaty of Marriage between us, and that we both, notwithstanding any pretence of Contract between us, may hereby declare and manifest to all people, that there was no absolute Contract or Engagement between us at any time for marriage of each other, but that we are free one from the other in that kind, and may each of us freely marry with others. We do therefore freely, and without any compulsion declare, mani-

manifeſt, and make known unto all people, that we the ſaid F. D. and J. H. were never abſolutely contracted together in any Contract of Matrimony, neither did we nor any of us profeſs or declare that we would marry each other; unleſs &c. (our friends &c.) we do therefore hold our ſelves no ways to be tied or obliged each to other in any manner of Contract of Matrimony, or for marriage each of other, and therefore we do hereby freely and abſolutely releaſe and diſcharge each other of and from all and all manner of Contracts of or for marriage heretofore had or pretended to be had or made between us; and we do hereby freely and fully releaſe, acquit, and diſcharge each other of us, and of and from all manner of Actions, Suits or Claims proſecuted, or which may be begun or proſecuted in any Court, Eccleſiaſtical or Civil, concerning the premiſes. And in teſtimony of our free and full conſent herein, we the ſaid F. D. and J. H. have hereunto ſubſcribed our names, the day of &c.

An Aſſignment of Lands taken upon an extent.

THis Indenture made the &c. between T. H. of &c. and W. W. of &c. of the one party, and J. B. of &c. of the other party. Whereas the ſaid T. H. lately recovered by Judgment in his Majeſties Coure of Kings Bench, the ſum of &c. againſt T. C. of B. &c. and thereupon the ſaid T. H. in Michaelmas Term laſt, did take and ſueforth Execution by Writ of *Elegit*, directed to the then Sheriff of the ſaid County of W. Whereupon by Inquiſition, and by the Jurors then and there ſworn, taken by the ſaid Sheriff at the City of &c. the day of &c. Amongſt other things it was found, That the ſaid T. C. at the time of the ſaid Inquiſition, was poſſeſſed for and during the term of &c. years then to come, of and in one Meſſuage or Tenement, and divers parcels of Land, Meadow and Paſture, to the ſaid Meſſuage or Tenement belonging or appertaining in C. in the ſaid Parish of &c. as his proper goods; Which ſaid term and Intereſt of the ſaid T. C. of or in the ſaid Meſſuage or Tenement, the Jury at the time of the ſaid Inquiſition, did apprize and value at &c. pounds. Which ſaid term of years the ſaid Sheriff the day of the ſame Inquiſition did deliver to the ſaid T. H. at the price and apprizance aforeſaid; To hold unto the ſaid T. H. and his Aſſigns, as his proper Goods and Chattels; according to the form of the Statute in that behalf made, and as parcel of the ſame debt and damages of the ſaid T. H. recorded as aforeſaid; And the ſaid Jurors alſo found, that the ſaid T. C. was at the time of the ſaid Inquiſition ſeized in

his demeasn, as of Fee, of and in one Messuage, and divers parcels of Land, Meadow and Pasture, to the said Tenement belonging or appertaining, lying and being in B. &c. found by particular names and quantities, and then valued by the said jurors to be worth &c. yearly; the moity of which said Messuages and Premisses in B. by particular names and quantities, the said Sheriff did then also deliver unto the said T. H. at the rate and apprizement aforesaid: To hold to the said T. H. and his Assigns, as his free-hold, according to the form of a Statute made on that behalf, until the residue of the said debt of &c. should be thereby fully levied, as by the said Inquisition more particularly and at large it doth and may appear. Which said debt so recovered by the said T. H. and the said execution thereupon, was nevertheless in trust for the said W. W. party to these presents, and was the proper money of the said W. W. assigned to him the said T. H. as part of the marriage-portion of &c. Now witnesseth these presents, That the said W. W. and T. H. as well for and in consideration of the sum of &c. paid unto the said W. W. as also for divers good causes and considerations them thereunto moving, have granted, assigned, and set over, and by these presents do grant, assign and set over unto the said J. B. all that the said Messuage or Tenement, Lands and Premisses in C. aforesaid; and all the estate, interest, title, and term of years yet to come, which the said W. and T. H. hath, or either of them hath, or have, or might have, of, in or unto the said Messuage, Tenement, Lands and Premisses, and every or any part thereof, by the said Extent or Inquisition aforesaid, or otherwise. And also all that the moity or half-deal or part of the said Messuage or Tenement, Lands and Premises in B. aforesaid, and all the Estate and Interest which he the said W. W. and T. or either of them have, hath or might claim, of, in, or unto the said Messuage, Lands and Premises in B. or any part or parcel thereof, in as large, ample, and beneficial manner, to all intents and purposes, as the said W. W. or T. H. or either of them, have, hath or might hold, claim or enjoy the same, &c. And the said W. W. and T. H. do severally and not joyntly, each one for himself, his Executors and Administrators, covenant, promise and agree to and with the said J. B. his Executors, &c. that he the said J. B. his &c. shall and may from henceforth quietly hold, occupy, and enjoy all and singular the premises, and every part thereof, free from any former grants, charges, assignment and incumbrances of the premises, or any part thereof, made by the said W. &c. or any claiming from &c. And the said J. B. doth likewise by these presents for himself, his Executors, &c. covenant,

nant, promiſe and agree to and with the ſaid W. &c. That he the ſaid J. B. his Executors, &c. ſhall and will ſave, defend and keep harmleſs the ſaid W. W. and T. H. their Executors, &c. of and from all manner of ſuits, troubles, charges, expences and ſums of money, which the ſaid W. &c. ſhall be from henceforth at, put unto, ſuſtain, diſburſe or undergo for or by reaſon of the ſaid Extent, or any matter or thing therein contained, or that might come to happen to ſaid W. &c. for or by reaſon of the eſtate which they or either of them had by Extent aforeſaid, or any the premiſes hereby aſſigned, or by any occaſion or reaſon riſing or growing therefrom, or by occaſion thereof. In witneſs &c.

A Charter party for a Ships Voyage.

THis Charter party indented, made the &c. in the &c. Between L. K. Maſter of a Ship or Bark called, *The Flower-de-luce* of P. in the County of D. of the Burthen of one hundred Tuns or thereabouts, of the one part: and C. W. and B. S. Merchants of &c. witneſſeth, That the ſaid Maſter hath demiſed, granted, and to fraight letten, and by theſe preſents doth demiſe, grant, and to fraight let unto the ſaid Merchants, their Factors and Aſſigns, all that the ſaid Ship or Bark, with her Tackling, Appurtenances, and her apparel thereunto belonging or appertaining, for and during one whole Voyage with the ſame Ship to be done and made in manner and form following, (that is to ſay) the ſaid Maſter covenanteth, granteth and agreeth, to and with the ſaid Merchants, and every of them, That the ſaid Ship or Bark, named *The Flower-de-luce*, now being preſſed and ready within the Port of the ſaid Town of S. ſhall with the firſt good wind and apt weather (as God ſhall ſend) next after the date hereof, make ſail and ſail from thence directly towards and unto the Key of the City of *Roan*, under the Dominion of the French King, and there to tarry and abide by the ſpace of &c. days current, During the which ſpace, the ſaid Maſter covenanteth there to receive into the ſaid Ship Wares, and other Merchandize, ſuch as it ſhall then beſt pleaſe the ſaid Merchants, their Factors or Aſſigns, there to load to a compleat and full loading of the ſaid Ship. And the ſaid Merchants, and every of them, covenant to and with the ſaid Maſter, to load, or cauſe to be loaden there, within the ſaid ſpace, Wares, and ſuch other Merchandizes, as it ſhall then beſt pleaſe the ſaid Merchants, or their Factors, for their moſt profit, to the compleat and

full loading of the Ship as is aforesaid. And moreover the said Master covenanteth, concordeth, bargaineth and agreeth to and with the said Merchants, & every of them, that the said Ship with her said loading laden in her within the said place, shall with the first good wind and weather (as God shall send) next after the said &c. days be come and past, make sail and sails from thence directly towards and unto the said Port of the said Town of S. where the said Ship shall with convenient speed, after her there arrival, be discharged of her said Lading of Wares and other Merchandize laden in her, as aforesaid; and the same out of the said Ship there so discharged, shall be delivered unto the said Merchants, or the Owners thereof, as safely and well-conditioned, (God sending the said Ship in safety.) And the said Merchants, and every of them, covenant to and with the said Master, then and there to receive the said Loading laden in her as aforesaid: and at the right discharge thereof, to pay or cause to be paid to the said Master or his Assigns, the sum of &c. and also to pay during the said Voyage, Windage, Groundage, Pilotage and Loadmanage, and all other Arrerages, as in *English* Ships are accustomed. And the said Master covenanteth that the said Ship is and during the said Voyage shall be stiff, strong and stanch, well and sufficiently victualed, rigged and apparelled, with sufficient Mariners for the safe conducting of the said Ship, and keeping of the Merchants goods during the said Voyage. In witness, &c.

A Mortgage of Lands upon Money, &c.

THis Indenture made the &c. between T. A. of &c. of the one part, and T. M. Vintner and Citizen of *London*, of the other part, witnesseth, That the said T. A. for and in consideration of the sum of &c. of lawful money of *England*, in hand paid unto him the said T. A. by the said T. M. at and before the ensealing and delivery of these presents; the receipt whereof the said T. A. doth hereby acknowledge, and thereof, and of every part thereof, doth hereby also clearly acquit and discharge the said T. M. his Heirs and Assigns; and for divers other good causes and considerations him the said T. A. thereunto moving, Hath demised, granted, bargained, and to farm letten, and by these presents doth &c. unto the said T. M. his Executors, Administrators and Assigns, all those three several pastures of grounds lying in S. within the parts of *Holland*, in the County of L. containing by estimation &c. be they more or less, now or late in the tenure or occupation of one J. B. his

Assignee

Assignee or Assignees, to have and to hold the said three Pastures, and every part and parcel thereof, with their and every of their appurtenances, unto him the said T. M. his Executors and Assigns, from the Feast of &c. now next ensuing the date of these presents, for, during and until the full end and term of 99 years from thence next ensuing and fully to be compleated, compleat and ended. Yielding and paying therefore yearly, during the said term, unto the said T. A. his Heirs, Executors, Administrators or Assigns, one Pepper-corn, if it be lawfully demanded, at or on the feast day of St. *Michael* the Archangel. And it is hereby concluded and agreed by and between the said parties to these presents, and the said T. A. doth for himself, and A. his Wife, their Heirs, Executors, &c. covenant, promise and agree to and with the said T. M. his Executors, Administrators and Assigns, that it shall and may be lawful to and for the said T. M. his Executors, Administrators and Assigns, quietly and peaceably to have, hold, occupy, possess and enjoy all and singular the said three Pastures, or grounds, and premises, with their and every of their Appurtenances, from time to time, and at all times hereafter, during the said term, without the lawful let and interruption of him the said T. A. and A. his Wife, their and either of their Heirs, Executors or Assigns, or of any other person or persons whatsoever, lawfully claiming, from, by, or under them, or either of them; And also freed and discharged of, and from all and all manner of former Bargains, Sales, Gifts, Grants, Judgments, Executions, and other charges of Incumbrances whatsoever, had, made done or suffered by them, or either of them; Provided always, and it is nevertheless agreed and concluded by and between the said parties to these presents and it is the true intent and meaning thereof, That if the said T. A. his Executors, Administrators &c. or either of them, shall well and truly pay, or cause to be paid unto the said T. M. his Executors, Administrators and Assigns, the full and entire sum of &c. of lawful money of *England*, on the day of &c. next ensuing the date of these presents, at or in &c. That then this present Indenture, Demise and Grant, and every Clause and Article therein contained shall cease, determine, be void, and of none effect; any thing in these presents contained to the contrary thereof, in any wise notwithstanding. In witness, &c.

An Indenture of Bargain and Sale of a Mannor, with neceſſary Covenants.

THis Indenture made the &c. Between J. W. of &c. on the one part, and R. D. of &c. and B. his Wife on the other part, witneſſeth, &c. Hath granted, aliened, bargained and ſold, and by theſe preſents doth grant, alien, bargain and ſell unto the ſaid R. D. and B. his Wife, their Heirs and Aſſigns, all that the Mannor of &c. with the Appurtenances in the County of *Eſſex*: And all the Lands, Tenements and Hereditaments, with the Appurtenances whatſoever, by what name or names ſoever the ſame, or any of them, be known or called, now in the tenure or occupation of W. E. or his Aſſigns. Together with all and ſingular the Lands, Tenements, Profits, Commodities and Hereditaments to the ſaid Mannor of H. belonging, or in any wiſe appertaining, or with the ſame at any time heretofore demiſed, uſed or occupied, or reputed, taken, occupied or known as any part, parcel, or member thereof. And all other his Meſſuages, Lands, Tenements & Hereditaments whatſoever, lying and being in the Pariſh of &c. or in any of them in the ſaid County of E. And all and ſingular the Reverſion and Reverſions, Remainder and Remainders of them, and every of them, and all Rents, reſerved upon any Demiſe or Leaſe of them, or any part of them; And alſo all the eſtate, right, title, or intereſt, uſe, poſſeſſion, claim and demand whatſoever, which he the ſaid J. W. now hath, may, might, ſhould or in any wiſe ought to have, of, in and to all and ſingular the ſaid bargained Premiſſes, or any part thereof; Together with all and ſingular Evidences, Deeds, Eſcripts, Charters, Writings, Court-Rolls, Books of Survey, and Monuments whatſoever concerning the ſame, as be now in the hands, cuſtody, and poſſeſſion of the ſaid J. W. or in the hands, cuſtody and poſſeſſion of any other perſon or perſons whatſoever, to his uſe, by his delivery, or which he may lawfully get or come by without ſuit in Law. And the ſaid J. W. doth covenant, promiſe and grant, for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, to and with the ſaid R. D. and B. his Wife, their Heirs and Aſſigns, upon reaſonable requeſt, to deliver or cauſe to be delivered unto the ſaid R. D. and B. or either of them, their or either of their Heirs or Aſſigns, at or before the Feaſt day of Saint *Michael* the Archangel, next enſuing the date of theſe preſents, true Copies of all ſuch Evidences and Writings as concern the ſaid Lands, together with any other Lands of the ſaid J. W. to be written at the coſts and charges of the ſaid R. and B. or either of them, their Heirs

or

or Assigns, To Have and to Hold all and singular their said Manor of H. Lands, Tenements, and all other the aforesaid premisses, and all and singular their Appurtenances, before in and by these presents bargained and sold, and every part and parcel thereof, unto the said R. D. and B. his Wife, their Heirs and Assigns for ever. And the said J. W. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said R. D. and B. his Wife, their Heirs and Assigns, by these presents, in manner and form following; (that is to say) That he the said J. W. at the time of the ensealing and delivery of these presents, is, and standeth lawfully & sufficiently seized of such a good perfect, lawful and absolute, and indefeazible Estate of inheritance in Fee-simple, or Fee-tail, and no Reyersion or Remainder thereof in the Kings Majesty, and to his and their own use and uses, without any manner of condition or limitation of any other use or uses, to alter, change or determine the same Estate, of and in the said Manor, Lands, Tenements and Hereditaments, and all other the aforesaid premisses, before in and by these presents mentioned or intended to be granted, aliened, bargained, and sold, as he the said J. W. can and may lawfully and sufficiently grant, convey and assure all and singular the said Manor of H. Lands, Tenements and Hereditaments, and all other the aforesaid premisses, with all and singular the appurtenances, unto the said R. B. his Heirs and Assigns for ever, according to the true intent and meaning of these presents. And also the said J. W. for himself &c. doth covenant, promise and grant to and with the said R. D. and B. his Wife, and either of them, their and either of their Heirs and Assigns by these presents, That all and singular the said Manor of H. Lands, Tenements, and all other the foresaid premisses, with the appurtenances, before, in and by these presents granted, aliened, bargained and sold, and every part and parcel thereof, at the time of ensealing and delivery of these presents, are and be, and at all times hereafter shall be, remain and continue clearly acquitted, exonerated and discharged, or otherwise upon request sufficiently saved and kept harmless, of and from all and all manner of former Bargains, Sales, Gifts, Grants, Leases, Rents, Charges and Arrearages of Rents, Duties, Titles, Trouble and Incumbrances whatsoever, had, made, committed, suffered or done, or to be had, made, &c. by the said J. W. his Heirs or Assigns,

Habend.

That he is seized in fee, & hath power to grant.

That the premisses are discharged of Incumbrances.

Assigns, or by any other person or persons whatsoever, by his or their means, acts, titles, consents and procurements; except one Lease &c. And also that they the said R. D. and B. his wife, and either of them, their and either of their Heirs and Assigns, and every of them, shall and may at all times hereafter, and from time to time for ever, according to the true intent and meaning of these presents, peaceably, lawfully and quietly have, hold, use, occupy, possess and enjoy all and singular the said Manor of A. Lands, Tenements, and all other before-bargained premisses, with all and singular their Appurtenances, before, in and by these presents mentioned to be granted, aliened, bargained, and sold, and every part and parcel thereof, without any manner of lawful let, suit, trouble, eviction or disturbance of the said J. W. or his Assigns, or of any other person or persons, whatsoever, claiming or lawfully having, or which shall hereafter have any manner of Estate, Right, Title, Charge or Interest, of, in or to the said Manor, and all other the premisses, or of, in or to any part or parcel thereof, by, from or under the said J. W. his Heirs or Assigns, (all such persons as do claim by force of the Lease before excepted only excepted.) And furthermore, that the said Manor of H. and all other the aforesaid premisses, or any part or parcel thereof, are not holden of His Majesty *in capite*, whereby any License of Alienation shall be needful to be had or sued forth, for the bargaining, sale, conveying and assuring of the said Manor, and other the premisses, unto the said R. D. and B. their Heirs and Assigns; Nor that the said R. D. his Heirs or Assigns, shall at any time or times hereafter be Ward or Wards unto our said Soveraign Lord the Kings Majesty, his Heirs and Successors, for or in respect of the said Manor of &c. And all other the premisses, or any part or parcel thereof.

Covenant for further assurance.

And also the said J. W. for himself, his Heirs, Executors and Administrators, doth covenant, &c. That the said J. W. and M. now his Wife, and the Heirs and Assigns of the said L. and all and every other person and persons whatsoever, now having or lawfully claiming, or which shall hereafter rightfully claim any manner of Estate, Right, Title, or Interest, of, in and to the said Manor, and all other the said premisses, or any part or parcel thereof, by from or under the said J. W. his Heirs and Assigns, except such person or persons as shall claim by force of Lease before excepted, shall and will at all times hereafter, for and during the term of three years next ensuing the day of the date of these presents, do make, acknowledge, execute and suffer, or cause to be made, done, acknowledged, executed

and

and suffered all and every such further lawful act and acts, thing and things, device and devices, conveyances and assurances in the Law whatsoever, with warranty against him the said J. W. and his Heirs, for the further and more assurance and sure making of the said Mannors, Lands, Tenements, and of all and singular other the premisses, with the Appurtenances, and every part and parcel hereof, to be had and made sure unto the said R. D. and B. their Heirs and Assigns for ever absolutely without any manner of condition or other limitation; be it fine or fines, with proclamation, with warranty against him the said J. W. his Heirs and Assigns, recovery with double and single Voucher or Vouchers, Deed or Deeds enrolled, the Enrolment of this present Feoffment, with warranty against him the said J. W. his Heirs or Assigns; release with confirmation with the like warranty, or without warranty, or by any, or as many of the devices, ways and means aforesaid, as by the said R. D. and B. or either of them, their Heirs or Assigns, or by their or any of their Council learned in the Law, shall be reasonably devised, or advised and required, at the onely costs and charges of the said R. D. and B. their Heirs and Assigns, so that the said J. nor M. his wife, be not compelled to travel from his or their homes, or usual places of abode, further then the Cities of *London* and *Westminster*, about the same assurances. And moreover the said J. W. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said R. D. and B. and either of them, and to and with the Heirs and Assigns of either and every of them by these presents in manner and form following: (that is to say) That if it shall happen at any time within twelve years next after the date hereof, the said R. D. and B. and either of them, their or either of their Heirs or Assigns, to be lawfully evicted of, or from the said Mannor, or any of the Lands, Tenements, and other the aforesaid premisses, without any fraud or covin of the said R. D. and B. or either of them, their Heirs or Assigns, by reason of any right, title, estate or interest to be had or made by R. W. the Grandfather, or J. W. the Father of the said J. or the said J. or by any other person or persons, claiming in, by or under their or any of their estates, titles, or interests: That then he the said J. his Heirs, Executors, or Administrators, or some of them, shall and will within six months next after such eviction so to be had of the said Mannor, or of any other the premisses, or any part or parcel thereof, upon reasonable request to be made at or in the

If the Buyer be lawfully evicted, within 12 years, the Seller is to pay 5 l. an Acre.

the &c. well and truly pay, or cause to be paid unto the said R. D. and B. their Heirs and Assigns, for every Acre five pound, and so after that rate, and rate like, and that without fraud, covin, or further delay. In witness, &c.

An Indenture to lead the use of a Fine.

THis Indenture made the &c. Between F.G. of &c. of the one part, and R.W. of &c. of the other part: Whereas it is condescended unto, and agreed between the said F.G. his Heirs &c. and the said R.W. his Heirs &c. that the said F.G. his Heirs shall from time to time, during two years next ensuing the date of these Indentures, do cause, suffer and make such assurance of his Mannors of M. and S. in the County of D. and the Advowson of the Church of A. and of all his Lands, Tenements, Rents, Reversions, Services and Hereditaments whatsoever in M. and D. in the County of D. in such manner & form as by the said R.W. his Heirs & Assigns, or his or their Council learned in the Law, shall be reasonably devised, advised or required, at the costs & charges of the said R.W. Now witnesseth this Indenture, That the said R.W. hath devised that the said F.G. at the term of *S. Hillary* next ensuing the date above-written, shall levy and acknowledge one fine &c. of the said Mannors, Lands, Tenements, Advowsons, and all other the premisses, to the said R.W. and his Heirs, in due form of Law: which fine so to be had, levied, and executed, touching & concerning the said Manuor of M. &c. and all the Lands, Tenements, Meadows, Leasows, Pastures & Hereditaments, with the Appurtenances, to the said Mannor of M. &c. belonging, to the said F.G. for himself and his Heirs doth covenant and grant to and with the said R.W. by these presents, shall stand and be to the use of the said F.G. during his life, without impeachment of waste; and after his decease, to the use of the said R.W. and D. his Wife, and of the Heirs of the said R. on the body of the said D. lawfully begotten; and for default of such issue, to the right Heirs of the said R.W. for ever. And which fine to be levied and executed, touching and concerning all the residue of the premises, the said F.G. for him and his Heirs, doth covenant and grant to and with R.W. by these presents, that the said fine shall stand, and be to the use of the said F.G. and J. now his Wife, and the Heirs of the said F. upon the body of the said J. begotten. And for default of such issue, then to the use of the said R.W. and D. and of the Heirs of the body of the said R. and D. between them lawfully begotten; and for default of such issue, then to the right Heirs of the said R.W. for ever. In witness &c.

An

An Indenture of Demiſe of divers Lands, &c. in conſideration of a ſum of money, paying a Pepper-corn yearly.

THis Indenture made the third day of *May*, 1649. &c. between Sir T.B. of D. in the County of &c. Knight and Baronet, and M. H. of D. aforeſaid, Gentleman, ſervant to the ſaid Sir T.B. of the one part, and Sir W.T. of C. in the County of N. Knight, of the other part, Witneſſeth, That the ſaid Sir T.B. & M.H. as well for and in conſideration of the ſum of &c. of lawful money of *England* to them in hand paid before the enſealing and delivery hereof, by the ſaid Sir W. T. whereof and wherewith the ſaid Sir T.B. doth acknowledg himſelf ſatisfied, contented and paid, and thereof, and of every part and parcel thereof, doth acquit and diſcharge the ſaid Sir W.T. his Heirs, Executors and Adminiſtrators, and every of them, by theſe preſents, as alſo for divers other good cauſes and conſiderations them hereunto moving; Have demiſed, granted, and to farm-letten, and by theſe preſents do demiſe, grant, and to farm-let unto the ſaid Sir W. T. his Executors, Adminiſtrators and Aſſigns, all thoſe ſeveral Cloſes or parcels of Land, Meadow, Paſture and Arable, called or known by their ſeveral names following, (That is to ſay) one Cloſe or parcel of Ground, called D. containing by eſtimation, &c. Acres be the ſame more or leſs; and one other Cloſe or parcel of Land, called E. containing by eſtimation, &c. Acres, be the ſame more or leſs, And one Cloſe or parcel of L. &c. called C. containing by eſtimation, &c. Acres, be the ſame more or leſs, &c. All and ſingular which ſaid Cloſes and parcels of Lands, are ſcituate, lying and being within the Fields, Pariſhes, Precincts and Territories of H. *alias* H. in the County of L. and are part or parcel, or reputed and taken to be part or parcel of the Manor of H. *alias* H. aforeſaid. And alſo all and ſingular Meſſuages, Tenements, Buildings, Orchards, Gardens, Commons, Common of Paſture, Waters, Fiſhings, Woods, Underwoods, Trees, Buſhes, Fences, Free-boards, Ways, Eaſements, and all other Rights, Juriſdictions, Priviledges, Franchiſes, Liberties, Profits, Conditions, Emoluments and Hereditaments whatſoever, growing, ariſing, being, coming or iſſuing in, upon or out of the premiſſes, and every part and parcel thereof, or to the ſame or any part thereof belonging or appertaining. To have and to hold all and ſingular the ſaid Cloſes and parcels of Land, and all and ſingular the premiſſes, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid

said Sir W. T. his Executors, Administrators and Assigns, from the first day of *May* last past, before the date hereof, unto the full end and term of One thousand years from thence next immediately ensuing, and fully to be compleat and ended: Yielding and paying therefore yearly, during the said term, unto the said Sir T. B. his Heirs or Assigns, one Pepper-corn, at the Feast of St. *Michael* the Archangel onely, if the same be lawfully demanded. And the said Sir T. B. and M. H. for them, their Heirs and Assigns, do joyntly and severally covenant, grant and agree to and with the said Sir W. T. his Executors, Administrators and Assigns, and every of them by these presents, That the said Sir W. T. his Executors, Administrators and Assigns, shall and may lawfully peaceably and quietly have, hold, occupy, possess and enjoy all and singular the premisses before by these presents demised, and every part and parcel thereof, with their and every of their rights, members and appurtenances, without the lawful let, suit, trouble, eviction, expulsion, interruption or demand of or by the said Sir T. B. and M. H. or the Heirs or Assigns of either of them, or of or by any other person or persons, lawfully claiming, from, by or under them, or any of them, or their, or any of their uses, or by, from or under their, or any of their title, estate, means or procurement; as also acquitted and discharged, or within convenient time after reasonable request thereof to be made, well and sufficiently saved, and kept harmless of and from all and all manner of former or other Bargains, Sales, Estates, former Leases, Titles, Dowers, Rights, Titles of Dowers, Joyntures, Uses, Entails, Wills, Rent-Charges, Rent-Services, Arrerages of Rents, Statutes, Recognizances, Judgments, Executions, Titles, Troubles, Charges and Demands whatsoever, had, made, done, committed, or willingly and wittingly suffered by the said Sir T. B. and M. H. their Heir or Assigns, or any of them, or of, or by any other person or persons whatsoever, lawfully claiming by, from or under them, or any of them, or to their or any of their uses, or by their or any of their titles, estates, means or procurement. In witness whereof, the parties first above-named to these present Indentures, have interchangably set their hands and seals the day and year first above written.

An Indenture of Re-demiſe of the former demiſed Premiſes to the ſame Partits, reſerving the Rent of 250 l. *with a Proviſo, That the ſame ſhall ceaſe upon the payment of the ſum of money in the former Demiſe ſpecified.*

THis Indenture made the &c. day of &c. between Sir W. T. of G. in the County of N. Knight, of the one part, and Sir T. B. of D. in the County of N. Knight and Baronet, and M. H. of D. aforeſaid, in the ſaid County of N. Gentleman, Servant of the ſaid Sir T. B. of the other part, Witneſſeth, That the ſaid Sir W. T. as well for and in conſideration of the yearly Rent hereunder reſerved, well and truly to be contented and paid in manner and form hereunder expreſſed; As alſo for divers other good conſiderations him at this preſent thereunto eſpecially moving, Hath demiſed, granted, and to farm letten, and by theſe preſents doth demiſe, grant, and to farm let unto the ſaid Sir T. B. and M. H. and the Executors, Adminiſtrators and Aſſigns of the ſaid Sir T. B. all thoſe ſeveral Cloſes or parcels of Lands, Meadows, Paſtures and Arable, called or known by the ſeveral names following (That is to ſay) One Cloſe or parcel of ground called *D.* containing by eſtimation &c. Acres, be the ſame more or leſs, (and ſo go on, as in the Demiſe) All and ſingular which ſaid Cloſes and parcels of Lands, are ſituate, lying and being within the Fields, Pariſhes, Precincts and Territories of *H. alias H.* in the County of L. and are part and parcel, or reputed and taken to be part and parcel of the Mannor of *H. alias H.* aforeſaid; And alſo all and ſingular Meſſuages, Tenements, Buildings, Orchards, Gardens, Commons, Common of Paſture, Waters, Fiſhings, Woods, Underwoods, Trees, Buſhes, Fences, Free-boards, Ways, Eaſements, and all other Rights, Juriſdictions, Priviledges, Franchiſes, Liberties, Profits, Commodities, Emoluments and Hereditaments whatſoever, growing, being, ariſing, coming or iſſuing, in, upon or out of the premiſes, and every part and parcel thereof, or to the ſame, or any part thereof belonging. To have and to hold all and ſingular the ſaid Cloſes and parcels of Land, and all and ſingular the premiſes, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid Sir T. B. and M. H. and the Executors, Adminiſtrators and Aſſigns of the ſaid Sir T. B. from the firſt of *May* laſt paſt, before the date hereof, unto the full end and term of Nine hundred ninety and nine years, from thence next and immediately enſuing, and fully to be compleat and ended. Yielding and paying there-

fore

fore yearly, during the said term, unto the said Sir W. T. his Executors, Administrators and Assigns, at or in the South porch of the Parish Church of D. aforesaid the sum of Two hundred and fifty pounds of current *English* money, at two usual Feasts or Terms of the year; that is to say, at the Feast of *Philip* and *Jacob*, and *All-Saints*, by even and equal portions. And if it shall happen the said yearly rent of &c. or any part or parcel thereof, to be behind and unpaid, after either of the aforesaid Feast-days of payment, in which the same ought to be paid, by the space of fifteen days, that then, and from thenceforth, it shall and may be lawful to and for the said W. T. his Executors, Administrators and Assigns, and every of them, in all and singular the said Closes and parcels of Land, and all and singular the Premisses, and every part and parcel thereof, with their and every of their appurtenances, wholly to re-enter, repossess, re-enjoy, have again, and detain, as in his and their former estate, this Indenture or any thing therein contained to the contrary thereof in any wise notwithstanding. Provided always, and it is covenanted, condescended unto, concluded and agreed, by and betwixt all the parties in these presents, That if the said Sir T. B his Executors, Administrators and Assigns, upon half a years warning thereof, by writing under his or their hands beforehand to be given by the said Sir T. B. his Executors, Administrators or Assigns, unto the said Sir W.T. his Executors, Administrators or Assigns, shall and will, at or on the first day of *May*, or the Feast of *All-Saints*, during the said term in and hereby demised, at or in the place aforesaid, pay, or cause to be paid unto the said Sir W.T. his Executors, Administrators or Assigns, at one whole and entire payment, the sum of Five hundred pounds of current *English* money, over and beside the said Rent above reversed, at such day or days as before in these presents are limited and appointed, to and for the payment of the said Rent before reserved: that then from and after such payment or payments of every of the said sum or sums of Five hundred pounds, as aforesaid, endorsed upon both parts of these Indentures, and subscribed by the said Sir W.T. his Executors, Administrators or Assigns, for every Five hundred pounds, that shall be paid as aforesaid, the full and entire sum of Fifty pounds of the said Two hundred and Fifty pounds Rent reserved, as aforesaid, shall cease and be determined; the said reservation, or any thing in these Indentures contained to the contrary thereof in any wise notwithstanding. And the said Sir W. T. for him, his Executors, Administrators and Assigns, doth covenant, grant and agree,

Proviso.

Admi-

to and with the said Sir T.B. and M. H. their Executors, Administrators or Assigns, & to & with every of them, by these presents, that he the said Sir W.T. his Executors, Administrators or Assigns, shall & will within six months next after the payment of the sum of two thousand five hundred pounds, by such payment or payments of five hundred pounds, as aforesaid, deliver, or cause to be delivered up unto the said Sir T.B. & the said M.H their Executors, Administrators or Assigns, or one of them, one Indenture of Demise made from the said Sir T.B. & M.H. unto the said Sir W.T. of all & singular the premises herein before demised, as aforesaid, bearing date the third day of *May*, in the year of &c. In witness whereof, the parties above mentioned, &c.

A Lease of a house in London.

THis Indenture made the &c. Between R.R. Citizen, and, &c. on the one part, and N. D. Citizen, and, &c. on the other part, Witnesseth, That the said R. R for divers good causes and valuable considerations him hereunto especially moving, hath demised, granted, betaken and to farm-letten, and by these presents doth demise, grant, betake and to farm-let unto the said N.D. all that the Messuage or Tenement with the Appurtenances, lying and being in or near *Fleet-street*, in the Parish of St. *Dunstans* in the West, *London*, between the Messuage or Tenement there called the F. now in the occupation of P.G. Merchant-Taylor, or his Assignees, on the East-side, and the Messuage or Tenement now in the tenure or occupation of one A. M. Widow, on the West-side, and abutting upon the Garden adjoyning to the Temple-Church, towards the South; and upon the high-street, towards the North, together with all and singular Shops, Cellars, Sollers, Chambers, Rooms, Ways, Entries, Yards, Backsides, Houses, Buildings, Gutters, Water-courses, Easements, Profits, Commodities and Appurtenances whatsoever to the said Messuage or Tenement belonging or in any wise appertaining; and also all manner of Wainscot, Glass-Windows, Doors and Locks, in and upon the same Messuage or Tenement, and other the premises before mentioned, to be demised belonging, which said Messuage, and all and singular other the demised premises, are now in the tenure or occupation of the said N.D. To have and to hold the said Messuage, Tenement, Shops, Cellars, Sollers, &c. and all other the aforesaid premises, with all and singular their Appurtenances, before, in and by these presents demised, & every part & parcel thereof, unto the said N.D.

his Executors, Administrators and Assigns, from the Feast-day of &c. unto the full end and term of &c. years from thence next ensuing, and fully to be complete and ended: Yielding and paying therefore yearly, during the said term, unto the said R.R. his Heirs and Assigns, the sum of &c. at four of the most usual Feasts or terms of payment in the year (that is to say) at the Feast of &c. by even and equal portions: And if it shall happen the said yearly rent of &c. to be behind or unpaid, in part or in all by the space of &c. next over or after any of the said Feasts or days of payment, in which the same ought to be paid as aforesaid, being lawfully demanded, that then and from thenceforth, and at all times afterwards it shall and may be lawful to and for the said R. R. his Heirs and Assigns, and every of them, into the said Messuage or Tenement, and all other the aforesaid premisses, with all and singular their appurtenances before by these presents demised, or mentioned to be demised, and into every part and parcel thereof wholly to re-enter, and the same to have again, retain, enjoy and repossess, as in his and their first and former Estate or Estates; and the said N. D. his Executors, Administrators and Assigns, and all other the occupiers and possessors thereof, thereout and from thence utterly to expel, put out and amove, any thing herein before specified to the contrary in any wise notwithstanding. And the said N. D. for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said R.R. his Executors, Administrators and Assigns, and to and with every of them, by these presents, in manner and form following (*viz.*) That he the said N. D. his Executors, Administrators or Assigns, or some of them, at his or their own proper costs & charges, shall & will within the time & space of three years then next ensuing the date of these presents, expend and bestow in and about the new building, repairing or bettering in the premisses, hereby demised, the value or sum of &c. of lawful money of *England*, at the least; And also shall and will at his and their like costs and charges, well and sufficiently repair, uphold, sustain and keep, maintain and amend the said Messuage or Tenement, and new buildings to be erected, and all and singular other the premisses, with the appurtenances, and every part and parcel thereof, in, by and with all and all manner of needful and necessary reparation whatsoever, from time to time, and at all times hereafter, when and

A Covenant to lay out the sum of &c. on repairs and new building the premisses within three years after the date.

and as often as need and occasion shall require, during the said term hereby granted, and also all the pavements, privies, ledges, and wydraughts to the said Messuage or Tenement belonging, shall cause to be paved, purged, scowred, emptied, and made clean as often, and when as need shall be and require, during the said term of &c. by these presents granted: and the same premisses so well and sufficiently repaired, supported, maintained, purged, paved, scowred, emptied, made clean & amended, together with the Locks, Keys, Bolts, Staples, Latches, Hooks, Hinges, Windows, Doors, and Glass of the same premisses, so well and sufficiently made, glazed and amended, in the end of the said term of &c. or other sooner expiration or determination of this present Lease, shall leave and yield up unto the said R.R. his Heirs and Assigns. And also that it shall and may be lawful to and for the said R.R. his Heirs, Executors, Administrators and Assigns, and every of them, four times, or oftner in the year, yearly during the said term, to enter and come into, and upon the said Messuage or Tenements, and all other the premisses with the appurtenances, and into every part and parcel thereof, there to view, search and see what defaults, for want of reparations, shall be found defective, and necessary to be done, in and about the demised premisses or any part thereof, and of all such defaults for want of reparation then & there found, to give or leave notice, admonition or warning in writing, to and for the said N. D. his Executors, Administrators or Assigns, for the repairing and amending thereof. And further, that the said N.D. his Executors, Administrators or Assigns, or some of them, shall and will within one month next ensuing every such admonition or warning, left or given as aforesaid, well and sufficiently repair and amend the same, and shall also discharge and pay all Church-duties, Scavengers-wages, watchings, wardings, and all other Taxes, Impositions, Duties and Charges which shall or may at any time or times hereafter, during the said term, be charged or imposed upon him the said N. D. his Executors and Administrators or Assigns, for or by reason of the premisses hereby demised, or any part thereof. And lastly, the said R R. for himself, his Executors, &c. that he the said N.D. his Executors, Administrators and Assigns, and every of them, for, by, and under the payment of the yearly rent aforesaid, above, in and by these presents reserved, and under the Covenants, Grants, Articles and Agreements, in these presents contained, shall and may, for and during all the said term of &c. by these presents granted, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or

Tenement, and all and ſingular other the premiſes with the Appurtenances, by theſe preſents demiſed or mentioned to be demiſed, and every part and parcel thereof, without any manner of lawful let, ſuit, trouble, diſturbance or eviction of the ſaid R. R. his Heirs or Aſſigns, or of any other perſon or perſons whatſoever, by or through his means, aſſent, conſent, right, title or procurement. In witneſs whereof, &c.

A Defeazance upon a Bond ſued to a Judgment.

THis Indenture made the &c. Between W.R. of &c. on the one part, and J.P. & G.A. of &c. on the other part, Witneſſeth, That whereas the ſaid J. & G. together with one E.A. of &c. by one Obligation bearing date &c. became joyntly and ſeverally bounden unto the ſaid W.R. in the ſum of &c. with condition thereupon made for the payment of &c. as by the ſame Obligation and Condition thereof, at large appeareth, which ſaid ſum of &c. or any part thereof, or any thing in lieu of the ſame, was not paid unto the ſaid W.R. in the ſaid Obligation named, nor at any time before or ſince: By means whereof the ſaid Obligation became forfeited; and whereas the ſaid W.R. hath brought ſeveral actions of debt in the Kings Majeſties Court of *Common-Pleas* at *Weſtminſter*, upon the ſaid Obligation againſt the ſaid J.P. & G.A. upon which ſaid Actions, ſeveral Judgments are had and obtained in the ſaid Court: yet nevertheleſs the ſaid W.R. is contented and pleaſed, and doth covenant, that neither he the ſaid W.R. his Executors, Adminiſtrators or Aſſigns, or any of them, ſhall at any time before &c. take out any Execution or Executions upon the ſaid Judgments, or either of them. And further the ſaid W.R. doth &c. that if the ſaid J.P. & A.G. or either of them, &c. do pay &c. That then he the ſaid W.R. his Executors, or Adminiſtrators, ſhall upon requeſt made, and at the charges of the ſaid J.P. and G.A. &c. acknowledge ſatisfaction upon record of and for the ſaid ſeveral Judgments: And ſhall alſo deliver unto them the ſaid &c the ſaid Obligation to be cancelled: And the ſaid J.P. & G.A. to be thereof, and of the ſaid ſeveral Judgments diſcharged. In witneſs, &c.

Not to take out Execution until, &c.

To acknowledge ſatisfaction on payment of the &c.

An Indenture of Partition, where one had a greater ſhare then the other, for which a ſum was paid, &c.

THis Indenture made &c. Between J. H. &c. on the one part, and J.M. &c. on the other part, Witneſſeth, That the ſaid J.H. & J.M. are and do now ſtand ſeized in their Demeaſn, as of Fee in Common and undivided of and in one Meſſuage or Tenement, and one Yard-land thereunto belonging, now or late in the tenure of &c. ſituate, &c. It is (now to the end a perpetual portion and diviſion ſhall be had and made between the ſaid parties, of and in the ſaid, &c. and other the premiſes aforeſaid) covenanted, concluded and agreed by and between the ſaid parties to theſe preſents, in manner and form following. And firſt, the ſaid J. H. for himſelf, &c. that he the ſaid J.M. his Heirs and Aſſigns, ſhall from henceforth have, hold, and peaceably enjoy in ſeveralty to Him & to his Heirs for ever, to his and their own proper uſe and behoof, the one moity or half part of the ſaid Meſſuage or Tenement, and one Yard-land with the Appurtenances, that is to ſay, &c. And that he the ſaid J.H. nor his Heirs, ſhall from henceforth claim or demand any right, title, uſe or poſſeſſion in or to the ſame, or any part thereof, but that the ſaid J. H. and his Heirs and Aſſigns, ſhall at all time and times hereafter, from all Actions, Rights, Title and Demand thereof, or thereunto be utterly excluded, and for ever debarred by theſe preſents. And the ſaid J.M. for himſelf, &c. that he the ſaid J.H. his Heirs and Aſſigns, ſhall from thenceforth have, hold, and peaceably enjoy in ſeveralty to him the ſaid J.H. his Heirs and Aſſigns for ever, to his and their own proper uſe and behoof, the other moity or half-part of the ſaid Meſſuage, &c. and that he the ſaid J. M. nor his Heirs ſhall not from henceforth claim, &c. (*ut ſupra*) and in conſideration of the ſaid portions, and foraſmuch as the part and portion by theſe preſents, allotted and aſſigned to the ſaid J.H. and his Heirs, were at the enſealing hereof, of more and greater value then the ſaid part or portion before allotted and aſſigned to the ſaid J. M. and his Heirs, he the ſaid J. H. hath at the enſealing and delivery of theſe preſents, well and truly paid to the ſaid J.M. the ſum of &c. the receipt whereof the ſaid J.M. doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, exonerate, and for ever diſcharge the ſaid J.H. &c. by theſe preſents. In witneſs whereof, &c.

A Grant of a Rent reserved by Lease.

THis Indenture made the &c. between W.B. of &c. and A.B. of &c. Witnesseth, That whereas the said W. B. by his Indenture of Lease bearing date the &c. (reciting the Lease) as in and by the same recited Indenture of Lease &c. Now this Indenture further witnesseth, That the said W.B. for and in consideration of a certain competent sum of &c. Hath demised, granted, bargained, and to farm-letten, and by these presents, doth demise, grant and to farm-let unto the said A. B. the Reversion and Remainder of the said Shop, Warehouse, Chambers, and other the premisses, by the said Indenture of Lease demised, Together also with the said yearly rent of &c. thereby reserved, and the counterpart of the same Indenture of Lease, under the Hand and Seal of the said &c. To have, hold, possess and enjoy the said Reversion and Rent of &c. and every part thereof, unto the said A. B. his Executors, Administrators and Assigns, from the day of the date of these presents forwards, for and during all the residue of the aforesaid term of &c. yet to come and unexpired; Yielding and paying therefore yearly during the said term, unto the said W.B. his Executors or Assigns, at the Feasts of &c. only one Pepper-corn, if the same shall be lawfully demanded. And the said W.B. for himself, &c. that he the said W.B. at the time of the ensealing and delivery of these presents, is the true, perfect, and lawful owner and possessor of the said demised reversion and rent: And is at the ensealing and delivery of these presents, lawfully and absolutely possessed thereof. And that he the said W. B. hath full power, good right, true title and lawful Authority, to demise and grant the said reversion and rent of &c. unto the said A. B. his Executors, Administrators and Assigns, for and during all the rest and residue of the said term of &c. in manner and form aforesaid, according to the true intent & meaning of these presents. And further, that the said W.B. his Heirs, Executors, Administrators and Assigns, and every of them from time to time, and at all times hereafter, during the said term, shall and will clearly exonerate, acquit, discharge, save & keep harmless as well the said A.B. his Executors, Administrators and Assigns, as the said demised reversion and rent, of and from all former and other bargains, sales, gifts, grants, leases, forfeitures, titles, claims, demands and incumbrances whatsoever. And moreover, the said W. B. for himself, &c That the said yearly rent of &c. shall continue,

nue, remain, and be from henceforth during the reſt and reſidue of the ſaid term yet to come and unexpired, before mentioned, due and payable unto the ſaid A. B. his Executors, Adminiſtrators and Aſſigns, according to the ſaid Indenture of Leaſe, and the tenor, effect, and true meaning of theſe preſents. In witneſs, &c.

Note that the Tenant muſt Attorn, or nothing paſſeth, &c.

An Annuity or yearly Rent-charge.

THis Indenture made &c. Between A. B. of &c. Gentleman, on the one part, and C. D. of &c. on the other part, Witneſſeth, That the ſaid A. B. for and in conſideration of the ſum of &c. to him in hand paid, before the enſealing and delivery hereof by the ſaid C. D. the receipt whereof he the ſaid A. B. doth acknowledge, and thereof, and of every part and parcel thereof, doth acquit, exonerate and for ever diſcharge the ſaid C. D. his Executors, &c. by theſe preſents hath given, granted and confirmed, and by theſe preſents doth give, grant and confirm unto the ſaid C. D. one Annuity or yearly Rent-charge of &c. to be had, taken, perceived and received, and to be iſſuing and going out, of, and in all and ſingular the Meſſuages, Lands, Tenements and Hereditaments whatſoever of the ſaid A. B. as well in, &c. as elſewhere within the Realm of *England*, to be paid at four Feaſts or Terms in the year, that is to ſay, at the &c. by even and equal portions; the firſt payment thereof to be made and begin on the &c. To have, hold, receive, perceive, take and enjoy the ſaid Annuity or yearly Rent-charge of &c. unto the ſaid C. D. his Executors, Adminiſtrators or Aſſigns, to be paid at the four Feaſts aforeſaid, in form before declared, from the day of the date of theſe preſents, unto the full end and and term of &c. And if it ſhall happen the ſaid Annuity or yearly Rent of &c. to be behind and unpaid in part or in all, after any of the ſaid Feaſt-days or Terms of payment thereof as aforeſaid, in which it is appointed to be paid, That then and ſo often as the ſame, or any part thereof, ſhall ſo be behind and unpaid, the ſaid A. B. granteth and agreeth for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, to and with &c. that it ſhall and may be lawful to and for the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, and every or any of them, into all and ſingular the

ſaid Meſſuages, Lands, Tenements and Hereditaments of the ſaid A.B. as well in, &c. aforeſaid, as elſewhere within the Realm of *England*, to enter and diſtrain, both for the Annuity aforeſaid, and the Arrerages thereof (if any be) and the diſtreſs and diſtreſſes there from time to time found and taken, to bear, lead, drive, take and carry away, and the ſame to with-hold, detain, keep and impound, until the ſame Annuity or yearly Rent-charge of &c. and the Arrerages thereof (if any ſuch ſhall be) the ſaid C.D. his &c. be fully ſatisfied, contented and paid. And the ſaid A. B. hath put the aforeſaid C. D. in full poſſeſſion of the ſaid Annuity or yearly Rent-charge of &c. in form as aforeſaid (to be had, received and taken) by the delivery and payment of the ſum of &c. which the ſaid A.B. hath at the enſealing and delivery of theſe preſents given and delivered unto the ſaid C. D. in the name or poſſeſſion of the ſaid Annuity; And the ſaid A.B. for himſelf, &c. that the ſaid A.B. his &c. ſhall and will from time to time and at all times during the ſaid term of &c. well and truly pay or cauſe to be paid to the ſaid C.L. his &c. or ſome of them, the ſaid Annuity or yearly Rent of &c. in manner and form aforeſaid, and according to the true intent and meaning of theſe preſents. In witneſs whereof, &c.

An Indenture of Apprentiſhip.

THis Indenture witneſſeth, That E.B. Son of J.B. late of &c. of his free and voluntary will hath put himſelf Apprentice to R.W.C. and &c. the Science or Trade which he now uſeth, to be taught, and with him after the manner of an Apprentice, to dwell and ſerve from the Feaſt of &c. unto the full end and term of &c. from thence next enſuing, and &c. By all which term of &c. the ſaid Apprentice, the ſaid E. B. well and truly ſhall ſerve, his ſecrets ſhall keep cloſe; his commandments, lawful and honeſt every where, he ſhall gladly do; hurt to his ſaid Maſter he ſhall not do or ſuffer to be done, to the value of twelve pence or more by the year, but ſhall let if he may, or elſe immediately admoniſh his ſaid Maſter thereof; the Goods of his ſaid Maſter he ſhall not inordinately waſte; nor them to any body lend. At Dice or any other unlawful Game, he ſhall not play, whereby his Maſter may incur any hurt; Fornication in the houſe of his ſaid Maſter, or elſewhere, he ſhall not commit; Matrimony he ſhall not contract; Taverns he ſhall not frequent: with his own proper Goods or any others during the ſaid term, without

out the ſpecial licence of his Maſter, he ſhall not Merchandize from the ſervice of his ſaid Maſter day nor night, he ſhall not abſent or prolong himſelf: but in all things as a good and faithful Apprentice, ſhall bear and behave himſelf towards his ſaid Maſter and Miſtreſs, and all his, during the term aforeſaid. And the ſaid R.B. to his ſaid Apprentice, the Science or Art which he now uſeth, ſhall teach and inform, or cauſe to be taught and informed the beſt way that he may or can: and alſo ſhall find to his ſaid Apprentice, Apparel, Meat, Drink and Bedding, and all other neceſſaries meet and convenient for an Apprentice, for and during the term aforeſaid. In witneſs, &c.

A Bargain and Sale of a Manor.

THis Indenture made &c. Between J. H of &c. and R. B. of &c. Eſquires on the one part, and W. of &c. on the other part, witneſſeth, That whereas T. H. of *&c.* Father of the ſaid J. H. by his Writing or Deed indented, bearing date the *&c.* in the Sixteenth year of *&c.* for the conſiderations therein expreſſed, did demiſe, grant, and to farm let, unto the ſaid J. H. his ſaid Son *&c.* All thoſe three yard-lands, with the appurtenances in W. aforeſaid, being, or being accounted to be the antient Demeaſn Lands of the Mannor of W. heretofore purchaſed by the ſaid T. H. of R. S. Eſq; and alſo all that his yard or half of Land being in W. aforeſaid, then lately purchaſed of one H. H. with all Hades, Leyes-Banks, Let-graſs, Commons, Profits, Wayes, Eaſements, Commodities, and Appurtenances, *&c.* thereunto belonging: and all that Dove-houſe, Cloſe and new Orchards in W. aforeſaid, to the ſaid *&c.* belonging or appertaining, or therewith uſed, occupied or enjoyed, as in *&c.* except *&c.* To have and to hold the ſaid three three Yard-lands, Cloſe, Orchard, and all other the premiſſes, (except before excepted) unto the ſaid J. H. his Executors and Aſſigns, for and during and unto the full end and term *&c.* from thenceforth next and immeditately enſuing, if the ſaid T. H. and his Son ſo long live, for and under the *&c.* payable, as by the ſaid Deed or Writing indented, relation being thereunto had, more at large it will & may appear. And whereas further, the ſaid T. H. by one other Writing or Deed indented bearing date *&c.* for and in conſideration of the natural love and fatherly affection that he the ſaid T. H. did bear to the ſaid J. H. and to the Children of the ſaid J. H. being his Grandchildren, and for the ſettling of the Mannors, Lands, Tenements and Hereditaments (in the ſaid Deed indented

indented expreſſed) in his name and blood, did in and by the ſaid laſt mentioned Deed indented, covenant and grant for himſelf and his Heirs, to and with the ſaid J. H. and his Heirs, that the ſaid T. H. and his Heirs, ſhould and would immediately from thenceforth ſtand and be ſeized of and in all that the Mannor or reputed Mannor of W. in the County of O. and of and in all that the Capital Meſſuage of W. in the County of O. wherein the ſaid T. H. then dwelt, with all and ſingular their and every of their rights, rents, quit-rents, members and appurtenances whatſoever; and of and in all thoſe three yard-Lands, called or known by the name of *The Ancient Demeſn Lands* of the ſaid Mannor, and of and in all that yard and half of Land, lying in W. aforeſaid, which the ſaid T. A. had lately purchaſed, as aforeſaid is expreſſed: And of and in all and ſingular Meſſuages, Lands, Tenements, and Hereditaments of the ſaid T. H. in W. aforeſaid, (the Advowſon of the C. of W. aforeſaid excepted) to the uſe and behoof of the ſaid T. H. for and during his natural life, without impeachment of or for any manner of waſte: and after his deceaſe to the uſe and behoof of the ſaid J. H. and his Heirs for ever, as by the ſaid laſt mentioned Indenture acknowledged and enrolled in His Majeſties High and Honourable Court of Chancery, more at large it will and may appear. By force and virtue of which ſaid recited Indenture of Leaſe, he the ſaid J. H. is in and upon the ſaid premiſſes entred, and was and is by force of the ſaid recited Indenture, and by force of the Statute made the &c. in the &c. for the transferring of uſes into poſſeſſion, as well of the ſaid term of threeſcore years, as of the ſaid remainder expectant, after the death of the ſaid T. H. poſſeſſed and ſeized. And he the ſaid J. H. being ſo of the ſaid premiſſes poſſeſſed and ſeized, did afterwards by his Indenture bearing date &c. and enrolled in the high Court of Chancery, for the conſideration therein expreſſed, give, grant, bargain, ſell, aſſign, ſet over, and confirm unto the ſaid R. B. his Executors, &c. all and ſingular the before-mentioned premiſſes, with their appurtenances, and every part and parcel thereof, as in and by the ſaid laſt mentioned Indenture, whereunto relation being had, more fully and at large it doth and may appear. Which ſaid Bargain and Sale was and is upon condition, that if the ſaid J. H. &c. ſhould or did pay &c. on the &c. at or in the &c. unto the ſaid R. B. his &c. That then the ſaid Indenture of Bargain and Sale to be void, as in and by one Indenture made between the ſaid J. H. on the one part, and the ſaid R. B. on the other part, bearing date &c. to which reference being had, more at large it doth and may appear. Now this Indenture further witneſ-

witnesseth, That the said J. H. and R. B. for and in consideration of the sum of &c. to them by the said W. P. before the ensealing and delivery of these presents, well and truly in hand paid, whereof and wherewith the said J. H. and R. B. do acknowledge themselves to be fully satisfied, contented and paid, and thereof, and of every part and parcel thereof &c. have granted, bargained, sold, assigned, set over and confirmed, and by these presents do fully, clearly and absolutely grant, bargain, sell, assign, set over and confirm unto the said W. P. his &c. not onely the said recited Indenture of Lease, and all their estate, right, title, interest and term of years therein yet to come and unexpired; but also all the said Mannor of W. and Capital Messuage in the said County of O. with the appurtenances; Together with the said three yard-land, called by the name of *The Antient Demesn Lands of the said Mannor*: And also all that yard and half of Land in W. aforesaid, which the said T. H. purchased of the said H. H. as aforesaid; And also all and singular Out-houses, Barns, Stables, Dove-houses, Yards, Orchards, Gardens, Lands, Meadows, Pastures, Feedings, Commons, Common of Pasture, Woods, Underwoods, Water, Water-courses, Fishings, Ways, Easements, Profits, Commodities, and Hereditaments whatsoever, to the said Mannor of W. and other the premises aforesaid, or to any part or parcel thereof belonging, or in any wise appertaining, or therewithal now used, occupied or enjoyed, as part, parcel, or member thereof, and all the Lands, Tenements, and Hereditaments whatsoever, to the said J. H. belonging, lying and being in W. aforesaid, and the said remainder expectant upon the death of the said T. H. and all and every other reversion and reversions, remainder and remainders of the said bargained premisses, and of every part and parcel thereof, and the rent and rents, and yearly profits whatsoever, reserved upon whatsoever Demise, Lease, Estate or Grant, Demises, Leases, Estates, or Grants, heretofore made of the before-bargained premisses, or any part or parcel thereof, Together with all Evidences, Charters, Escripts, Monuments and Writings, touching or concerning the premises, which he the said J. H. hath or may come by, without suit in Law, To have and to hold the said Mannor of W. Lands, Tenements, and all and singular other the premisses abovementioned to be hereby bargained and sold, with the appurtenances, and every part and parcel thereof, and all the estate, right, title, interest, term and terms of years, reversion, remainder, claim and demand whatsoever, of the said J. H. and R. B. and of either of them, or any other person or persons whatsoever, in and to the same,

unto

unto the ſaid W. P. his Heirs, Executors, Adminiſtrators and Aſſigns, to the ſole and proper uſe and behoof of the ſaid W. P. his Heirs &c. for ever. And the ſaid J. H. and R. B. for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, &c. all and ſingular the before-bargained premiſes, with the appurtenances, and every part and parcel thereof, unto the ſaid W. P. his Heirs, Executors, Adminiſtrators and Aſſigns, to the uſe and behoof aforeſaid ſhall and will warrant, and for ever defend by theſe preſents, In witneſs, &c.

An Indenture of Defeazance for the making void of all former Statutes, payment of a ſum of &c. and performance of Covenants, &c.

THis Indenture made the &c. Between A. B. of &c. on the one part, and E. A. of &c. on the other part, Witneſſeth, That whereas the ſaid E. A. in and by one Recognizance or Writing Obligatory, of the nature of a Statute-Staple, lately made and provided for the Recovery of Debts, bearing date &c. taken, ſealed, acknowledged and entred into before Sir T. R. Lord Chief Juſtice of *England*, is and ſtandeth bounden unto the ſaid A. B. in the ſum of &c. payable, as in and by the ſaid Recognizance or Writing Obligatory, of the force of a Statute-Staple, more fully and at large it doth and may appear. It is now nevertheleſs covenanted, granted, concluded, and agreed by and between the ſaid parties to theſe preſents, and the true intent and meaning of theſe preſents, and of the parties hereunto is, and the ſaid A. B. is contented and pleaſed, that if the ſaid E. A. his Heirs, Executors and Aſſigns, do or ſhall, at or before the &c. diſcharge and clearly make void upon Record, as well all and every Statutes-Merchant, and of the Staple, as alſo all Recognizances heretofore acknowledged and entred into by the ſaid E. A. either by himſelf alone, or joyntly with any other perſon or perſons, (the Statute above-recited onely excepted) And thereof bring, deliver and leave Certificates under the hands of the ſeveral Clerks of the ſeveral Offices, or their Deputies in that behalf, at or in the &c. to and for the ſaid A. B. his Executors or Aſſigns, at or before the &c. day of &c. next enſuing; And alſo if the ſaid E. A. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do well and truly pay, or cauſe to be paid unto the ſaid A. B. his Heirs or Aſſigns, or to ſome or one of them, the full ſum of &c. at or in &c. in manner and form following (that is to ſay) the ſum of &c. on the &c. and the ſum of &c. on the &c. in full ſatisfaction and payment of the ſum of &c. And alſo if the ſaid E. A.

E. A. his Heirs, Executors and Assigns, do and shall well and truly observe, perform, fulfil, accomplish and keep all and singular the Covenants, Grants, Articles and Agreements, which on his and their parts and behalfs are or ought to be observed, performed, fulfilled, accomplished and kept, comprized and specified in one pair of Indentures, bearing date &c. made between the said E. A. of the one part, and the said A. B. on the other part, according to the true intent and meaning of these said Indentures: that then the said Recognizance or Writing Obligatory above recited or mentioned, shall be utterly void and of none effect, otherwise the same shall stand and abide in full force, &c.

A Release of Lands upon performance of Articles.

TO all Christian People &c. I E. J. of &c. send greeting in our Lord God everlasting. Know ye that I the said E. J. as well in consideration of the full performance of certain covenants and agreements mentioned and expressed in one pair of Indentures bearing date &c. last past &c. made between me the said E. J. on the one part, and Sir H. W. *&c.* as also for divers other good causes and considerations *&c.* have remised, released, and for ever quit-claimed, and by these presents do for me, my Heirs and Assigns, and every of us, freely, clearly and absolutely remise, release, and for ever quit-claim unto the said Sir H. W. his Heirs and Assigns for ever, in his and their full and peaceable possession, seizin and being all the Estate, Right, Title, Interest, Possession, Reversion, Claim and Demand whatsoever, which I the said E. J. now have, may, might, or ought to have, or which I or my Heirs at any time hereafter shall or may have, might or ought to have, or claim, of, in or to all those the Rectories of B. *&c.* and also of, in and to all and singular Messuages, Mills, Lands, Tenements, *&c.* to the said *&c.* belonging or appertaining. To have and to hold the said Rectories, *&c.* unto the said Sir H. W. his Heirs and Assigns, to his and their own proper use and behoof for ever, so as neither I the said E. J. nor my Heirs, shall or may at any time hereafter ask, claim, challenge or demand any right, title, interest, claim or demand whatsoever, of, in or to the premisses, before mentioned, or of, in or to any part or parcel thereof, but thereof and therefrom shall be utterly debarred, and for ever secluded by these presents. And I the said E. J. and my Heirs, the said Rectories, and all and singular other the premises above mentioned, and with their appurtenances unto the said Sir H. W. his Heirs and Assigns, to the uses and behoofs aforesaid,

aforesaid, against me the said E. J. and my Heirs, and against my Father J. J. and W. E. my Uncle, their and either of their Heirs and Assigns, or any other person or persons whatsoever, claiming by, from or under me, them, or any of them, shall and will warrant, and for ever defend by these presents. In witness &c.

A Conveyance in Fee-simple of a House and Land, &c.

THis Indenture made the &c. between G. C. of &c. on the one part, and H. H. of &c. and S. his wife, on the other part, witnesseth, That the said G. C. for and in consideration of the sum of &c. to him at and before the ensealing and delivery of these presents, well and truly in hand paid by the said H. H. and S. his wife, whereof and wherewith he the said G. C. doth acknowledge himself &c. hath granted, aliened, bargained, sold and confirmed, and by these presents doth fully, clearly, and absolutely, grant, alien, bargain, sell and confirm unto the said H. H. and S. his wife, All that Messuage or Tenement, House or being in T. in the County of S. now in the tenure or occupation of the said G. C. or of his Assignee or Assignees, and three Acres of Land, or thereabouts, lying on the backside of the said House, be it more or less, and all Barns, Stables, Orchards, Gardens, Buildings, and other Hereditaments to the same belonging or appertaining, or with the the said House or Tenement commonly used, occupied, or enjoyed, or which are accepted, reputed, or taken to be part, parcel, or member of the same, and now in the tenure or occupation of him the aforesaid G. C. his Assignee or Assignees, with all Commons, and Common of Pasture whatsoever to the same belonging, and also of those two Cottages or Tenements in T. aforesaid, standing together, adjoyning to the said Messuage or Tenement, and one parcel of ground adjoyning to the said Cottages, which said Cottages, and parcel of ground last mentioned, do contain by estimation on the side towards the Kings High-street, Twenty yards of Ground, or thereabouts, and on that side towards the Garden, now or late of the said G. C. thirteen yards of Ground or thereabouts, and now are in the several tenures and occupation of M. J. and F. L. and the Reversion and Reversions, Remainder and Remainders, Rents and yearly Profits whatsoever, of all and singular the said premises, to every part and parcel thereof, together with all and singular Deeds, Evidences, and Writings, touching or concerning only the Premisses, or any part thereof; *To Have and to Hold* the said Messuage or Tenement,

and

and the said three Acres of Land, and the said two Cottages or Tenements, and the said parcel of Land adjoyning to the said Cottages, and other the premisses, with their Appurtenances, before by these presents bargained and sold, or mentioned or intended to be thereby granted, aliened, bargained, sold and confirmed, and every part and parcel thereof, unto the said H. H. and S. his Wife, and to the Heirs and Assigns of the said H. H. to the only proper use and behoof of the said H. H. and S. his Wife, and the Heirs and Assigns of the said H. H. for ever, and the said G. C. for himself, &c. that he the said G. C. for and notwithstanding any act done by him the said G. C. to the contrary, at the time of the ensealing and delivery of these presents, is and standeth lawfully and rightfully seized in his demesn as of fee-simple, in his own right, and to his own right use, without any condition, limitation, or other use or trust, to alter, change or determine the same estate, of and in the said Messuages, Lands, Tenements, Cottages, and Premisses before mentioned to be hereby granted, bargained and sold, and of and in every part and parcel thereof, and that the said G.C. for and notwithstanding any act done by him to the contrary, now hath, and at the time of the first Estate to be had and executed to the said H. H. & S. according to the intent and true meaning of these presents shall have full power, just right, and lawful authority to grant, bargain, and sell the same, and every part and parcel thereof, with the Appurtenances, unto the said H. H. & S. and the Heirs and Assigns of the said H. H. in manner and form as is before in these presents expressed, and that the same Messuages or Tenements, Lands, Cottages and Premisses, and every part and parcel thereof with the Appurtenances, shall from henceforth for ever remain and continue unto the said H. H. and S. his Wife, and to the Heirs and Assigns of the said H. H. freely and clearly acquitted, exonerated and discharged of and from all and all manner of former Bargains, Sales, Gifts, Grants, Dowers, Joyntures, Leases, Rents, Charges, Rent-seek, Arrerages of Rents, Annuities, Uses, Entails, Statutes-Merchant, and of the Staple, Judgments, Forfeitures, Executions, Intrusions and Incumbrances whatsoever, and of and from all other Charges, Titles, Troubles and Incumbrances whatsoever, had, made, committed, or wittingly or willingly suffered or done by the said G.C. or by any other person or persons whatsoever, lawfully claiming, by, from, or under him the said G.C. or by his means, assent, privity or procurement (the rents and services from henceforth to grow due to the chief Lord or Lords of the fee or fees of the premisses, for and

and in respect of his or their Seigniory or Seigniories onely excepted and foreprized.) And further, that he the said G. C. and his Heirs and Assigns, shall and will at all time and times hereafter, within the space of five years next ensuing the date of these presents, upon the reasonable request, and at the costs and charges in the Law of the said H. H. and S. his wife, or of the Heirs and Assigns of the said H. H. make, suffer, do, acknowledge and execute, or cause to be made, done, knowledged, suffered and executed all and every such further lawful and reasonable act and acts, thing and things, device and devices, conveyances and assurances in the Law whatsoever, for the further, more perfect and better assuring and sure-making of the premises before mentioned to be hereby bargained and sold, and of every part and parcel thereof, unto the said H. H. and S. his Wife, and to the Heirs and Assigns of the said H. H. for ever. Be it by fine or fines, feoffment or feoffments, recovery or recoveries, with single or double Voucher or Vouchers, Deed or Deeds, inrolled or not inrolled, the inrollment of these presents, release, confirmation with warranty of the said G. C. and his Heirs, only against him the said G. C. and his Heirs, or otherwise without warranty, or by all, every or any of the said ways or means, or by any other ways or means which by the said H. H. &c. or his or their Council learned in the Law shall be reasonably devised, advised or required, so as the same do not contain or extend unto any further warranty, than against him the said G. C. his Executors or Assigns, or against any further act or acts than as aforesaid; and so as neither he nor they that make such further assurance, be compelled or compellable to travel further than the Cities of *London* and *Westminster*, for the doing, making or executing of such further assurances and conveyances, as aforesaid. And lastly, it is agreed by and between the said parties to these presents, That all and every the said assurances and conveyances so as aforesaid, hereafter to be had of the premisses, shall be and shall be esteemed and taken to be to the onely use of them the said H. H. and S. his Wife, and of the Heirs and Assigns of the said H. H. for ever, and to no other use, intent and purpose whatsoever, any thing in these presents contained to the contrary thereof, in any wise notwithstanding. In witness whereof, &c.

A Joynture made to the Wife before Marriage.

THis Indenture made *&c.* Between J. C. the younger of *&c.* on the first part, and J. C. the elder *&c.* on the second part, and R. W. of *&c.* on the third part, Witneseth, That the said J. C. the younger, for and in consideration of a Marriage (by Gods grace) intended, and shortly to be had and solemnized between the said J. C. the younger, and A. the Daughter of T. C. of *&c.* And that the said A. may be provided of a sufficient Joynture, in case she shall survive the said J. C. the younger, and for divers other good causes and considerations, him the said J. C. the younger hereunto especially moving, Doth for himself, his Heirs, Executors and Administrators, covenant, promise and grant to and with the said J. C. the elder, and R. W. their Executors, *&c.* and to and with every of them by these presents, that he the said J. C. the younger, shall and will, before the end of *Easter* Term now next *&c.* before the the Justices (of our Sovereign Lord the King) of his Majesties Court of *Common-Pleas* at *Westminster*, or some other person or persons thereunto lawfully and sufficiently authorized, acknowledge and levy one Fine, (*Sur conusenct de droit come ceo que ills ont de sod done*) with proclamation thereupon to be made, according to the common course of Fines in that behalf, made and provided, unto the said J. C. the elder, and R. W. and their Heirs, or the Heirs of one of them, of, in and upon all that Messuage or Tenement wherein T. B. Vintner, now dwelleth, and whereof he the said J. C. the younger, is seized in his Demeasn, as of fee in his own proper right, commonly called or known by the *&c.* situate, *&c.* And of all the Shops, Cellars, Sollers, Chambers, Rooms, Easements, Commodities and Appurtenances to the said Messuage or Tenement belonging, or to or with the same used, occupied or enjoyed, or reputed, or taken, as part, parcel or member of the same, or as belonging thereunto, by such name or names, and in such manner of form as by the said J. C. the elder, and R. W. or their Council learned in the Law, shall be reasonably devised and advised, or required, at the onely proper costs and charges in the Law of the said J. C. the younger, the true intent and meaning of which said Fine so to be levied and executed of the said premises, between the said parties is to be, and so shall be construed, intended and adjudged to be to the use and behoof of the said J. C. the younger, during his natural life, without impeachment of or for any

any manner of waſte, and after his deceaſe, to the uſe and behoof of the ſaid A. &c. for and during the term of her natural life, without any impeachment, &c. and after her deceaſe to the uſe and behoof of the Heirs of the body of the ſaid J. C. the younger, on the body of the ſaid A. lawfully to be begotten, and for default of ſuch iſſue, to the right Heirs of the ſaid A. for ever. Provided always, that if the ſaid Marriage ſhall not take effect, nor be had or ſolemnized between the ſaid J. C. the younger, and the ſaid A. T. before the &c. next enſuing, &c. That then the ſaid fine ſo to be made, levied and acknowledged of the ſaid Meſſuage and Premiſes aforeſaid, ſhall be, and ſhall be taken, deemed, adjudged and conſtrued to be to the uſe of the ſaid J. C. the younger, and to his Heirs and Aſſigns for ever, any thing herein contained to the contrary, &c. In witneſs, &c.

A Leaſe to try a Title.

THis Indenture made &c. Between T. A. & R. M. &c. of the one part, and W. M. of &c. on the other part, Witneſſeth, That the ſaid T. A. & R. M. for divers good cauſes and conſiderations, &c. have demiſed, granted, &c. and by theſe preſents do &c. unto the ſaid W. M. all that their Site of &c. and all houſes, edifices, buildings, barns, ſtables, orchards, gardens, ſalements and commodities thereunto belonging or appertaining. To have and to hold the ſaid &c. and all other the demiſed premiſes, with the Appurtenances, and every part and parcel thereof, unto the ſaid W. M. his &c. from &c. unto the end and term of &c. from thence next &c. Yielding &c. unto the ſaid &c. their &c. one P. &c. if it be demanded. In witneſs &c.

A Bargain and Sale of a Houſe in London.

THis Indenture made &c. between R. B. of L. in the County of N. Eſq; of the one part, and J. H. of L. Eſq; of the other part, Witneſſeth, That the ſaid R. B. for and in conſideration of the ſum of &c. of lawful &c. to him in hand paid before the enſealing and delivery of theſe preſents, by the ſaid J. H. whereof the ſaid R. B. doth acknowledge the Receipt, and thereof and of every part and parcel thereof, doth clearly acquit and diſcharge the ſaid J. H. his Heirs and Aſſigns, and every of them for ever by theſe preſents, hath given, granted, bargained, ſold, aliened, infeoffed and confirmed, and by theſe preſents doth fully, clearly and abſolutely give, grant,

grant, bargain, sell, alien, infeoff and confirm unto the said J. H. his Heirs and Assigns for ever; All that Messuage or Tenement, with the Appurtenances, commonly called or known by the name of &c. now or late in the tenure or occupation of one W. S. &c. or of his Assignee or Assignees, situate, lying and being in &c. together with all and singular Shops, Cellars, Sollers, Chambers, Rooms, Entries, Ways, Passages, Yards, Back-sides, Lights, Water-courses, Easements, Profits, Commodities and Hereditaments whatsoever, to the said Messuage or Tenement now or at any time heretofore belonging or appertaining, or therewith now or heretofore demised, used, occupied or enjoyed, or accepted, reputed or taken as part, parcel or member thereof, or of any part thereof: And the reversion and and reversions, remainder and remainders of all and singular the premises, and of every part and parcel thereof: And the Rents and yearly Profits of all and singular the premises, and of every part and parcel thereof. And also all and singular Deeds, Evidences, Charters, Letters-Patents, Exemplifications of Records, Counter-parts of Leases, Writings, Escripts and Monuments touching and concerning the before bargained premises, and every part and parcel thereof. To have and to hold the said Messuage or Tenement, Shops, Cellars, Sollers, Chambers, and all and singular other the premises, with their and every of their Appurtenances, before by these presents bargained and sold, or meant, mentioned or intended to be hereby granted, bargained and sold, and every part and parcel thereof, unto the said J. H. his Heirs and Assigns, to the only use and behoof of him the said J. H. his Heirs and Assigns for ever. And the said R. B. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said J. H. his Heirs, Executors, Administrators and Assigns, and to and with every of them by these presents, in manner and form following (that is to say) that he the said R. B. at the ensealing hereof is, and until the first Execution of an Estate to the said J. H. his Heirs and Assigns by force of these presents, shall stand and be lawfully seized to him, his Heirs and Assigns, of and in the before bargained premises, and of and in every part and parcel thereof, of a good, sure, lawful, absolute and indefeazible Estate of inheritance in Fee-simple, without any conditions, limitation, use, or other thing to determine, alter or change the same. And also that he the said R. B. now hath full power, good right, lawful authority and true title to grant, alien, bargain, sell and con-

That he is seized in Fee-simple, and hath power to sell.

confirm the before bargained premiſes, and every part and parcel thereof, unto the ſaid J.H. his Heirs or Aſſigns, in manner and form aforeſaid, and according to the true intent and meaning of theſe preſents. And the ſaid R.B. for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth further covenant, promiſe and grant to and with the ſaid J.H his Heirs, Executors and Aſſigns, by theſe preſents, that the ſaid Meſſuage or Tenement, Shops, Cellars, Sollers, &c. and all other the premiſes above by theſe preſents mentioned to be granted and ſold, and every part and parcel thereof, on the day of the date hereof, and from time to time, and at all times hereafter for ever, ſhall be, remain and continue to the ſaid J.H. his Heirs and Aſſigns, to the only proper uſe and behoof of him the ſaid J.H. his Heirs & Aſſigns for ever free and clear, & freely & clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid R.B. his Heirs or Aſſigns, ſufficiently ſaved and kept harmleſs, of and from all and all manner of former Bargains, Sales, Joyntures, Dowers, Leaſes, Annuities, Rent-charge, Rent-ſeck, Arrerages of Rents, Statutes-Merchant, and of the Staple, Recognizances, Judgments, Executions, Intruſions, Iſſues, Fines, Amerciaments, and of and from all other charges, titles, troubles and incumbrances whatſoever, had, made, committed, ſuffered or done by the ſaid R.B. his Heirs and Aſſigns, one Leaſe heretofore made by T. P. of &c. unto the before-named W. S. of the ſaid Meſſuage or Tenement and Premiſes, for the term of &c. is reſerved: which ſaid yearly Rent from henceforth during the reſidue of the ſaid Term, ſhall be due, payable and paid to the ſaid J.H. his Heirs and Aſſigns (only excepted and foreprized) and alſo that he the ſaid J. H. his Heirs and Aſſigns, ſhall and may from henceforth for ever peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, Shops, Cellars, Sollers, and other the premiſes above by theſe preſents mentioned to be bargain-gained and ſold, and every part and parcel thereof, and the Rents, Iſſues and Profits thereof, ſhall and may receive and take, without the let, interruption or contradiction of the ſaid R. B. his Heirs or Aſſigns, or of any other perſon or perſons, claiming from, by or under him, them or any of them, or by his or their means, right, title, conſent, privity or procurement. And further, the ſaid R. B. doth covenant, promiſe and grant, for him, his Heirs, Executors and Adminiſtrators, to and with the ſaid

That the premiſes are diſcharged from incumbrances.

For quiet enjoying.

J.N.

J. N. his Heirs and Assigns, and to and with every of them by these presents, That he the said R. B. and his Heirs, and all and every other person or persons, having and claiming, or which shall or may have, claim or pretend to have any manner of Estate, Right, Title or Interest, into, or out of the before bargained premises, or any part or parcel thereof, by, from, or under the said R. B. shall and will from time to time, and at all times hereafter during the time and space of &c. next ensuing the date of these presents, upon every reasonable request, and at the costs and charges in the Law of the said J. H. his Heirs or Assigns, do, make, acknowledge, execute and suffer, or cause to be made, done, acknowledged, executed and suffered all and every such further act and acts, thing and things, assurances and conveyances in the Law whatsoever, for the further, more better and perfect assurance, surety and sure-making of the said Messuage or Tenement, Shops, Cellars, Sollers, and all other the Premises, with the Appurtenances above by these presents mentioned to be bargained and sold unto the said J. H. his Heirs and Assigns for ever. be it by Fine or Fines, with Proclamation, Recovery or Recoveries, with double or single Voucher or Vouchers, Deed or Deeds, Inrolled or not Inrolled, the Inrollment or Acknowledgment of these presents, release, confirmation with warranty against the said R. B. and his Heirs, or without warranty, or by all or any, or as many of the ways, means and devices aforesaid, or by any other ways or means whatsoever, as by the said J. H. his Heirs or Assigns, or by his or their Council learned in the Law, shall be reasonably devised, or advised and required. And also it is agreed by and between the said parties to these presents, that all and every the said conveyances and assurances so, as aforesaid, hereafter to be had, made, devised or executed of the before bargained premises, and every or any part or parcel thereof, shall be and inure, and shall be esteemed, adjudged and taken to be and inure to the only use and behoof of him the said J. H. his Heirs and Assigns for ever, and to no other use, intent or purpose whatsoever, any thing in these presents contained to the contrary thereof, in any wise notwithstanding. In witness, &c.

For further assurance.

A short Leaſe of a Houſe in London.

THis Indenture made &c. Between N.H. of &c. Gentleman, on the one part, and J.C. of &c. of the other part, Witneſſeth, That the ſaid N. H. for divers good cauſes and valuable conſiderations him hereunto eſpecially moving, Hath demiſed, granted, and to farm-let, and by theſe preſents doth demiſe, grant, and to farm-let unto the ſaid J. C. his Executors, Adminiſtrators, &c. all that Meſſuage or Tenement of him the ſaid N.H. ſituate, lying and being in &c. containing theſe ſeveral rooms following (that is to ſay) one kitchen on the ground, two little rooms or chambers over the ſame kitchen; and three other little rooms over the ſaid two laſt mentioned rooms, &c. together with all ways, entries, paſſages, lights, eaſements, water-courſes, profits, commodities and appurtenances whatſoever to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining, or therewith now uſed, occupied or enjoyed. To have and to hold the ſaid Meſſuage or Tenement, and all and ſingular other the premiſes before by theſe preſents demiſed or mentioned to be demiſed, with the Appurtenances, and every part and parcel thereof, unto the ſaid J. C. his &c. from the Feaſt-day of &c. unto the full end and term of &c. from thence next enſuing, and fully to be compleat and ended; Yielding and paying therefore yearly, during the ſaid term unto the ſaid N.H. his Executors, Adminiſtrators, &c. the rent or ſum of &c. of lawful &c. at the four moſt uſual Feaſts or Terms in the year (that is to ſay) at the Feaſts of &c. by even and equal portions, or within fourteen days next enſuing every of the ſame Feaſts. And if it ſhall happen the ſaid yearly rent of &c. to be behind and unpaid, in part or in all, by the ſaid ſpace of Fourteen days next enſuing, after any of the ſaid Feaſts on which the ſame ought to be paid, as aforeſaid, being lawfully demanded, that that then and from thenceforth, and at all times afterwards, it ſhall and may be lawful to and for the ſaid N. H. his Executors, Adminiſtrators, &c. into the ſaid Meſſuage or Tenement, and to every part and parcel thereof, wholly to re-enter, and the ſame to have again, retain and re-poſſeſs, as his and their firſt and former eſtate; any thing aforeſaid to the contrary thereof in any wiſe nor withſtanding. And the ſaid J.C. for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and grant to and with the ſaid N. H. his Executors and Aſſigns, and to and with every

Re-entry upon Non-payment of the Rent.

every of them by these presents, in form following (that is to say) That the said J. C. his Executors, Administrators and Assigns, or some of them, at his or their own proper costs and charges, shall and will from time to time, and at all times hereafter during the said term of &c. hereby granted, well and sufficiently repair, support, uphold, maintain, amend and keep the said Messuage or Tenement, and all and singular other the premises, and every part and parcel thereof, in, by and with all and all manner of needful and necessary reparations and amendments whatsoever, and the Pavements, Privies and Wydraughts belonging to the Premises, shall cause to be paved, purged, emptied and scowred: And the same premises, and every part thereof, so well and sufficiently repaired, upholden, maintained, glazed, purged, emptied, paved, kept and amended, in the end of the said term, or other sooner expiration or determination of this present Lease, peaceably and quietly shall leave, surrender and yield up unto the said N. H. his Executors and Assigns: And the said N. A. doth for himself, his, &c. covenant, promise and grant to and with the said J. C. his &c. and to and with &c. that the said J. C. his &c. paying the Rent, and performing the Covenants before, in, and by these presents mentioned and reserved, shall or may lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, and all and singular other the premises, with their Appurtenances, and every part and parcel thereof, without any manner of let, suit, trouble, disturbance, eviction or interruption of the said N. H. his &c. or any of them, or of any other person or persons whatsoever, claiming from, by or under him, them, or any of them, or by his and their means, act, title, consent, privity or procurement. In witness, &c.

An Indenture of Covenants for passing of a Recovery in the Common-Pleas, to cut off an Intail.

THis Indenture made &c. between E. C. of &c. of the one part; and W. O. & J. H. of &c. of the other part; Witnesseth, That it is covenanted, granted, concluded and agreed by and between the said parties to these presents; And the said E. C. doth covenant and grant to and with the said W. O. and J. H. that he the said E. C. shall and will permit and suffer the said W. O. & J. H. to purchase and sue forth out of the High-Court of Chancery one or more Writ or Writs of entry *sur disseisin en le post*, returnable before the Justices of the Common-Pleas at *Westminster*, at some certain day of Return

in *Easter* Term next coming, by which Writ or Writs the said W.O. & J.H. shall demand against the said E. C. all that Messuage, Tenement or Farm, with the Appurtenances, situate, &c. which late were in the possession of &c. and also all that Close of Pasture-ground, commonly called &c. containing &c. and all that Close of Pasture &c. and also all and singular Lands, Tenements, Rents, Reversions, Services, Commons, Profits, Commodities, Emoluments and Hereditaments whatsoever, with all and singular the Appurtenances to the Premises, or any part or parcel thereof belonging, or in any wise appertaining, by such name and names, and in such manner and form, and by such number and quantity of Acres, as the said W.O. & J.H. or the survivor of them, or the Council learned of them, shall be devised or advised; to which Writ the said E.C. shall appear personally, or by Attorney, in the said Court of *Common-Pleas*, and enter into the said warranty and imparl, and vouch the warranty, the Common vouchee, who shall after depart in contempt of the Court; so as a good and perfect recovery shall and may be had in due form and order of Law, of the said Messuages, Lands, &c. and all other the premises, with the Appurtenances, according to the usual course of common Recoveries for assurance of Lands & Tenements in the said Court of *Common-Pleas*; and that a Writ of *habere fac seisinam* shall be thereupon awarded, executed and returned accordingly. And it is further condescended unto, and agreed by & between all the said parties to these presents, That as well the said Recovery so to be had and executed, as aforesaid, as also all and every other Recovery or Recoveries, Conveyances & Assurances whatsoever, which before the Feast of &c. shall be had and executed by and between the said parties to these presents, or any of them, of the said Messuages, Lands, Tenements and Hereditaments, and all and every other the premises, with the Appurtenances, or of any part or parcel thereof, by what name or names soever the same shall be so had and executed: and the full force & execution of them, and every of them, shall be and enure, and shall be construed, adjudged and taken to be and enure to the only use and behoof of the said W.O. his &c. for ever. And the said W.O. & J.H. and the survivor of them, and the Heirs of the Survivor of them, shall ever from thenceforth stand and be seized thereof, and of every part thereof, to the only use and behoof of the said W.O. his Heirs and Assigns for ever, and to no other use, intent or purpose whatsoever. In witness, &c.

An Assignment of a Lease.

THis Indenture made &c. between P. S. of &c. and M. his Wife, and Executrix of the last Will and Testament of J. C. late of &c. deceased, on the one part, and W. W. of &c. Yeoman, on the other part, witnesseth, That whereas T. M. of &c. in and by one Indenture of Lease bearing date &c. for the consideration therein mentioned, did demise, grant, and to farm let unto the said J. C. (reciting the Grant) as in and by the said recited Indenture of Lease, amongst divers other Covenants, Grants, Articles and Agreements therein contained, more fully and at large it doth and may appear. Now this Indenture witnesseth, That the said P. S. and M. his Wife, as well for and in consideration of the sum of &c. to them in hand paid, before the ensealing and delivery of these presents, by the said W. W. whereof they do acknowledge the receipt; and thereof, and of every part and parcel thereof, do acquit, exonerate and for ever discharge the said W. W. his &c. by these presents hath given, granted, bargained, sold, assigned, and set over, and by these presents do give, grant, &c. unto the said W. W. his &c. all that parcel of ground or garden-plat, with the appurtenances, before-mentioned, and all houses, edifices, buildings, &c. and all the Estate, Right, Title, Interest, Possession, term of years to come, claim and demand whatsoever, which they the said P. S. and M. his Wife, or either of them now have or hath, may, might, should, or in any wise ought to have or claim, of, in or to the said parcel of ground, and garden plat, and other the premisses, with the appurtenances, and every or any part or parcel thereof, by force and virtue of the said Indenture of Lease, To have and to hold the said parcels of ground or garden-plat, and *Habend.* all Houses, Edifices, and Buildings thereupon, or upon any part or parcel thereof now standing or being; And also all the said recited Indenture of Lease, and all the Estate, Right, Title, Interest, Term of years, and all and singular other the Premisses, with the appurtenances, in and before by these presents bargained, sold, assigned, and set over, or mentioned or intended to be hereby given, granted, bargained, sold, assigned and set over, and every part and parcel thereof, unto the said W. W. his Executors, Administrators and Assigns, to his and their own proper use and behoof, during the residue of the said term, in and by the said Indenture of Lease granted, and therein now to come and unexpired, in as large, ample, and beneficial manner, to all intents, constructions, and pur-

purposes, as they the said P. S. and M. his wife, or either of them, now have or hath, may, might, should, or in any wise ought to have and enjoy the same, by force and virtue of the said recited Indenture of Lease, or otherwise howsoever; and the said P. S. and M. his wife, for themselves, their Executors &c. and for either of them, and either of their &c. doth covenant &c. that the said recited Indenture of Lease &c. at the time of the ensealing and delivery of these presents, is a good sure, perfect and indefeazable Lease in the Law, of and for the said parcel of ground or garden-plat, and premises hereby demised, and so shall stand, remain, continue and be unto the said W. W his Executors, &c. to his & their own proper use and behoof, for and during all the term of years thereby granted, and yet to come and unexpired, under the Rents and Covenants therein mentioned or contained. And also that the said W. his &c. and every of them, under the Rents, Covenants, Articles, and Agreements in the said recited Indenture of Lease contained, shall or may for and during all the rest and residue yet to come and unexpired of the said term in the said recited Indenture of Lease contained, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said parcel of ground or garden-plat, and all other the premisses, with the appurtenances, and every part and parcel thereof, without the let, trouble, contradiction or interruption of them the said P. S. and M. his Wife, or either of them, their, or either of their Heirs, Executors, or Assigns, or of any other person or persons whatsoever, lawfully claiming, or to claim any estate or interest in the premisses, or any part thereof, by, from, or under him, them, or any of them, discharged also of and from all former Bargains, Sales, Gifts, Surrenders, Forfeitures and Re-entries, Rents, Arrerages of Rents, Charges and Incumbrances, done or to be done by the said P. S. and M. his wife, or either of them, or by any other person or persons whatsoever, lawfully claiming from, by or under him, them, or either or any of them, as aforesaid; or by his, their, either or any of their means, act, title, interest, forfeitures or procurement, the Rents and Covenants in the said recited Indenture of Lease herein before mentioned and expressed, onely excepted and fore-prized. In witness &c.

An Assignment of a Moity of House and Goods, with good Covenants.

TO all Christian people, to whom &c. R. B. of L. &c. Executor of the last Will and Testament of R. R. late of L. deceased, and P. K. Citizen, &c. send greeting in our Lord God everlasting. Whereas W. T. of &c. by his Indenture of Lease dated &c. for the consideration therein mentioned, did demise, grant, and to farm let unto the said P. K. his &c. all that the Messuage or Tenement, called &c. situate and being &c. together also with all the Goods and Utensils of Houshould-stuff, then being and belonging to the said Messuage or Tenement, mentioned and comprized in a Schedule to the said Indenture annexed: To have and to hold &c. as in and by the said &c. And whereas the said P. K. by Deed pole dated &c. for the considerations therein expressed, did demise, &c. the said last mentioned Indenture &c. and all his Estate &c. of, in and to the said &c. unto the said R. R. the Estate and Interest of which said R. R. of and in &c. did after come to the said R. B. as Executor of the last Will and Testament of the said R. R. And the said R. B. being thereof possessed, by the means aforesaid, did by Indenture dated &c. for the considerations &c. grant, bargain, &c. The Moity of the said &c. unto I. C. of &c. And the said I. C. by Deed-pole dated &c. did make over the said Moity of the said &c. unto A. B. Inn-keeper, &c. and the other Moity of and in the same &c. now remaining in the said R. B. and P. K. or one of them: together with the whole right, title, &c. Now know ye, that we the said R. B. and P. K. for and in consideration of &c. Have given, granted, bargained, sold, assigned and set over, and by these presents &c. unto the said R. M. the said last mentioned Moity of the said Messuage or Tenement, with the appurtenances, called the &c. aforesaid, And also all our right, title, and interest, of, in and to the said Moity of the said Goods and Chattels before mentioned, thereunto belonging, and every part and parcel thereof: As also all the estate, right, title, interest, term and terms of years, property, claim and demand whatsoever, which we the said R. B. and P. K. or either of us, now have, may, might, should, or in any wise ought to have and enjoy, of, in or to the said Messuage or Tenement, called &c. and of, in or to the Moity of the said Goods and Chattels thereunto belonging: Together with all Writings, Leases, Counterparts of Leases, Escripts, and Monuments, touching and concerning the same premisses, in as large and ample manner, as we or either of

of us, now have, and may hold the ſame by force and virtue of the ſaid ſeveral Indentures before mentioned, or any thing therein contained, or otherwiſe howſoever: To have and to hold all and ſingular the before bargained premiſes, with their Appurtenances, and every part and parcel thereof, unto the ſaid R.M. his &c. to his and their own proper uſes and behoofs, as fully, and in as large and ample manner and form, as we the ſaid R.B. & P.K. or either of us, now have, may, might, ſhould or ought to have and enjoy the ſame. And we the ſaid R.B. & P.K. for us, and either of us, and either of our Heirs, &c. and for every of us, do covenant, promiſe, &c. that we the ſaid R.B. & P.K. or one of us (at the time of the enſealing and delivery of theſe preſents) are or is the very true and right owners and poſſeſſors, or owner and poſſeſſor of the premiſes hereby before mentioned to be bargained and ſold, with the Appurtenances, and every part and parcel thereof, for and during all the reſt and reſidue of the ſaid ſeveral terms yet to come and unexpired in the ſaid ſeveral recited Indentures of Leaſe; granted that we, or one of us, have or hath full power and good right, true title, and abſolute authority, to give, grant, bargain, ſell, aſſign and ſet over the ſaid premiſes hereby bargained and ſold, with their and every of their Appurtenances, unto the ſaid R.M. his &c. in manner and form aforeſaid. And alſo that all and ſingular the ſaid premiſes hereby mentioned to be bargained and ſold, with their and every of their Appurtenances, and every part and parcel thereof, at the time of the enſealing and delivery of theſe preſents are and be, and ſo at all times hereafter from henceforth during all the reſt and reſidue of the ſaid ſeveral terms, in and by the ſaid ſeveral recited Indentures of Leaſe granted, ſhall be, remain and continue unto the ſaid R.M. his &c. free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſs, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Fines, Forfeitures, Rents, Arrerages of Rents, cauſe and cauſes of Forfeitures, and Re-entry; and of and from all other Titles, Troubles and Incumbrances whatſoever, heretofore had, made, commited, ſuffered or done by us the ſaid R.B. & P.K. or either of us, our Executors, &c. or any of us, in any manner of wiſe howſoever; And ſo ſhall be during all the reſt and reſidue of all and ſo many years as are yet to come and unexpired of the ſaid ſeveral terms, in and by the ſaid ſeveral recited Indentures of Leaſe granted, according to the true intent and meaning of theſe preſents (the ſeveral Rents, Payments, Covenants and Agreements in the ſaid ſeveral recited Indentures of Leaſe reſpe-

respectively comprized and specified, which from henceforth on the Tenants and Lessees parts and behalfs, are or ought to be observed, performed, fulfilled and kept, according to the true meaning of the several recited Indentures of Lease, and the moity of one half part of the yearly Rent of &c. reserved for certain Rooms and Chambers belonging to the &c. now in the occupation of &c. which Moity of the said Rent is formerly sold and released unto the said A.B. his &c. only excepted and fore-prized) any thing in these presents contained, &c. In witness, &c.

An Assignment of a Lease, in trust whereof the Assignor is to take a further estate in the premisses.

THis Indenture made &c. between Sir A. C. of &c. on the one part, and E. H. and C. D. of &c. on the other part, Witnesseth, That whereas Sir J. D. &c. by his Indenture of Lease, bearing date the &c. *(reciting the Grant and Habend.)* as in and by the &c. Now this Indenture further witnesseth, That the said Sir A.C. for and in consideration of the trust hereafter mentioned, and for divers other good causes and considerations him thereunto moving, hath granted, bargained, sold, assigned and set over, and by these presents doth grant, bargain, &c. unto the said E. H. and C.D. their Executors, Administrators and Assigns, and to the Survivor of them the said E.H. & C.D. and to the Executors, Administrators and Assigns of the survivor of them all &c. *(mentioning all that is assigned & set over)* To have and to hold the said Lordship, &c. and all other the premisses, with all and singular their appurtenances before by these presents bargained, sold, assigned and set over, and every part and parcel thereof, unto the said E. H. and C. D. their Executors, Administrators and Assigns, and to the Survivor or Survivors of them, the said E. H. and C.D. and to the Executors, Administrators and Assigns of the Survivor of them all &c. *(mentioning all that is assigned, &c.)* Nevertheless upon this trust and confidence in them and every of them reposed, that they the said E. H. and C.D. and the Survivor of them, and the Executors &c. of the Survivor of them, shall and will at all times hereafter, and from time to time, upon the reasonable request to them or any of them, to be made, and at the costs and charges in the Law of the said Sir A. C. his Executors, &c. assign, convey and assure all and singular the before-bargained premisses, and every part & parcel thereof, unto such person or persons, their Executors, &c. by the said Sir A.C. his Executors, &c. shall be nominated & appointed, in such manner & form as by the said Sir A. C. his Executors, &c. or his or their Council learned

learned in the Law, ſhall be reaſonably deviſed, or adviſed and required, and upon further truſt and confidence, that they and every of them, ſhall and will upon the like requeſt to be made, do and perform all and every lawful act and acts, thing and things whatſoever, for the extinguiſhment of this preſent bargain, ſale and aſſignment of the premiſes above mentioned, as by the ſaid Sir A. C. his Executors, &c. or by his or their Council learned in the Law, ſhall be reaſonably deviſed, or adviſed and required. In witneſs, &c.

An Aſſignment of a Judgment.

THis Indenture made &c. between M. M. &c. on the one part, and R. T. &c. on the other part, witneſſeth, That whereas the ſaid M. M. hath recovered a Judgment in his Majeſties Court of Common-Pleas at *Weſtminſter*, in *Hillary* Term, *Anno* &c. againſt E. G. for xx l. Debt, beſides Coſts of Suit, as by the Records of the ſaid Court more at large may appear: Now the ſaid M. M. for good conſiderations him moving, hath bargained, ſold, aſſigned and ſet over, and by theſe preſents doth bargain, ſell, aſſign, and ſet over unto the ſaid R. T. his Executors, &c. as well the ſaid Judgment, and all and every ſum and ſums of money therein mentioned and contained: As alſo all benefit and advantage, which ſhall or may be had, obtained, or gotten by reaſon or means of the ſaid Judgment, or any Proceſs, or Execution thereupon to be had, ſued out, or executed: To have and to hold the ſaid Judgment, ſum and ſums of money, benefit, advantage, and other the premiſſes aforeſaid, unto the ſaid R. T. his &c. to his and their own proper uſes and behoofs, in as ample manner as he the ſaid M. M. his Executors or Aſſigns, might or could have and enjoy the ſame, if theſe preſents had never been had or made; and the ſaid M. M. his Executors, &c. ſhall and will juſtifie, maintain and avow, all and every lawful act and thing that ſhall be done in and about the premiſſes, without releaſing or diſcharging the ſame. So as there be no further benefit taken, than onely the due debt, intereſt and charges, and that all the benefit which ſhall be obtained or gotten upon the ſaid Judgment, ſhall wholly remain and be unto the ſaid T. R. his Executors, &c. to his and their own proper uſes & behoofs, without any account or other thing to be therefore yielded or done to the ſaid M. M. his &c. for the ſame. In witneſs &c.

An Assignment of an Annuity.

TO all Christian people &c. I I. W. of &c. Gentleman, send greeting in our Lord God everlasting: Whereas J. C. Citizen, &c. by his Deed indented, bearing date &c. for the consideration therein mentioned, did give, grant and confirm unto me the said J. W. one annuity or yearly rent or pension of &c. to be issuing and going out of all and singular the Messuages or Tenements, Lands and premises of the said J. G. situate and being in &c. for the term of the natural life of me the said J. W. as in and by the said Deed indented (among divers other Covenants, Grants, Articles and Agreements therein contained) more fully and at large it doth and may appear. Now know ye that I the said J. W. for good considerations me moving, have assigned and set over, and by these presents do assign and set over unto S. L. of &c. the said annuity or yearly pension of &c. To have and to hold the said annuity or yearly rent of *&c.* aforesaid, unto the said S. L. and her Assigns, in as large and ample manner and form as I the said J. W. may or ought to have and enjoy the same, by force of the said Deed indented, or any thing therein contained (together with the said Deed indented.) In witness, *&c.*

A Release for one used in trust.

TO all Christian people, *&c.* R. M. of *&c.* sendeth greeting in our Lord God everlasting: Whereas C. G. and T. T. for and in consideration of a certain sum of money to them paid by J. L. of *&c.* by their Indenture of bargain and sale, bearing date *&c.* did grant, bargain and sell unto the said J. L. and R. M. their Heirs and Assigns for ever, all that their third part in three parts equally to be divided, of all that their Messuage or Tenement called *&c.* with the appurtenances, situate, *&c.* late in the tenure of *&c.* And also all that their third part in three parts equally to be divided, of all that their Mine of Coals opened or to be opened, or to be gotten or digged, within the Grounds or Lands to the said Messuage or Tenement called *&c.* belonging or appertaining, or in any part or parcel thereof, as by the same Indenture among divers other Covenants and Agreements, more at large it doth and may appear. All which premisses in the Indenture specified, so sold and granted to the said J. L. and R. M. as aforesaid, was before and at the ensealing of the said Indenture intended and meant to be to the onely use and behoof of the said J. L. and his Heirs, and

and to no other use or purpose whatsoever. Now know ye that I the said R. M. for and in regard of the trust and confidence in me reposed by the said J. L. have remised, released, and for ever quit-claimed, and for me and my Heirs do by these presents, remise, release, and for ever quit-claim unto the said J. L. and his Heirs, All my right, interest, estate, title and demand which heretofore I have had, or now have, of and in the said premisses, in the said Indenture specified, or in any part or parcel thereof. In witness, &c.

A Surrender of a Lease for Lives, for the obtaining of a new Lease.

TO all &c. I A. S. &c. send greeting &c. Whereas I the said A. now am, and stand lawfully seized and possessed of a Lease for term of my life to me made and granted by &c. bearing date &c. of and in &c. all which premises are situate &c. and are of the yearly value of &c. as by the said Indenture of Lease, Relation &c. Now know ye that I the said A. have granted and surrendred, and by these presents do fully and absolutely grant and surrender unto the said &c. his Heirs and Assigns, the said Messuage &c. demised by the said &c. to me the said A. by the said recited Indenture of Lease, as aforesaid, And all the estate, right, title, interest, term of life, and demand whatsoever, of me the said A. of, in and to the said Messuage, and other the premisses, with the appurtenances, and of, in and to every of them, and every part and parcel thereof, by force and virtue of the said recited Indenture of Lease, or otherwise howsoever, together also with the said Indenture of Lease: To the intent nevertheless, and upon condition, that the said &c. may by his Indenture of Lease make a new demise and grant of the premisses, to J. H. and C. his Wife, and N. their Son, for term of their natural lives, and the life of the longest liver of them successively, or otherwise, as shall be thought convenient, and for and under the yearly rent, and under such Provisoes, Covenants, and Articles as shall be thought fit therein to be comprized. In witness, &c.

A Revocation of a Suit.

TO all, &c. I A. B. send greeting, &c. Whereas an action hath been brought at the Common Law in my name, against P. F. upon a Bond wherein the said P. F. and one W. D. became bound unto me in the sum of &c. on the &c. as by the same Obligation &c. Now know ye, That I the said A. B. do by these presents

presents revoke, and withdraw the said action, and suit brought against the said P. F. upon the said Obligation, and all proceedings thereupon had in my name, and do also countermand all Letters of Attorney, and other Authorities whatsoever, by me heretofore made, or given to any person or persons, for the prosecution of any action or suit upon the said Bond, and do also signifie and declare, that my will and pleasure is, that no action or suit shall at any time hereafter be brought and commenced against the said P. F. & W. D. nor either of them, nor their, nor either of their Heirs, &c. upon the said Obligation. In witness, &c.

A Release for waste done.

TO all &c. W. S. of &c. sendeth greeting in our Lord God everlasting. Whereas J. S. of &c. being possessed of a Lease for divers years yet to come, of and in one parcel of Wood-ground, commonly called &c. situate, &c. containing &c. being parcel of the possession of W. S. &c. aforesaid; And whereas the said J. S. for the better advantage to himself, and for the increase of his own yearly profit to be made of the same Wood-ground, and for the better and more profitable manuring of the said ground, hath for that purpose cut down, and grubbed up divers Trees in and upon the said parcel of Wood-ground, and hath converted the same ground into Tillage, whereby a far greater annual profit is, and yearly advantage will be made thereof, then if the same should continue Wood-ground, which in time to come will turn to the better benefit and advantage of the said W. S. and his Heirs, after the end and determination of the said Lease, made to the said J. S. yet notwithstanding the said J. S. is subject and liable to be questioned and troubled by action, to be commenced against him, both for the waste he hath committed by cutting down Trees, and for not preserving of the said Woods, according to the Covenants comprised in his said Lease. Now know ye, that the said W. S. &c. for and in consideration of &c. and for divers good causes &c. hath for himself, his Heirs, Executors, &c. remised, released, and quit-claimed, and by these presents doth clearly and absolutely remise, release and quit claim unto the said J. S. &c. all and all manner of actions of waste, and all manner of suits for any wastes or spoils done or committed by him the said R. S. in the said Wood, and Wood-ground, called &c. aforesaid, until the date of these presents: And all, and all manner of actions of Covenants, and other actions, suits or

demands, concernings, covenants, provisoes, or agreements for not cutting down, or grubbing up the same Woods, or Underwoods, heretofore cut and grubbed up. In witness, &c.

A Release of Errours.

BE it known &c. That I A.B. &c. have remised, released, quit-claimed and discharged, and always for me, my heirs, executors, administrators, and every of them, for evermore do quit-claim, and discharge unto C.D. of &c. all and all manner of error and errors, cause and causes of error and errors, misprisions, misentries, and erroneous proceedings whatsoever, had, made, committed, omitted, suffered or done, in all, every or any Plaint, Plea, Process, Judgment and Execution whatsoever, had, made, &c. by the said &c. against me the said A.B. in any Court or Courts of Record, at any time from the beginning of the world, &c. In witness, &c.

A discharge of an Apprentice from his service.

TO all &c. I F.W. of &c. send greeting, &c. Whereas M.N. by his Indenture bearing date &c. did put himself Apprentice to me for the term of &c. commencing &c. as by the said Indenture may appear: Now know ye, That I the said F.W. for good considerations me thereunto moving, do by these presents clearly and absolutely discharge and set free the said M.N. of and from my service, so as neither I, nor any for me, shall or may at any time hereafter, ask, claim or demand any service of the said M.N. by virtue of the said Indenture, or otherwise: And also I do hereby remise and release unto the said M.N. all Actions, cause and causes of Actions, service and demands whatsoever, which I now have, or hereafter may have against him, by reason of any Act whatsoever, from the beginning of the world, until the day of the date of these presents. In witness whereof, &c.

A Letter of Attorney, to receive Money due upon a Bond.

KNow all men by these presents, That I T.A. of &c. have assigned, ordained and made, and in my stead and place, by these presents, put and constituted my trusty and well-beloved Friend J.B. of &c. my true and lawful Attorney, for me, and in my stead and name, but to the use and behoof of him the said J.B. to take, recover and receive of W.S. of &c. O.T. of &c. and L.M. of &c. the sum of &c. due unto me for non-

payment of the ſum of &c. of like money, on the twentieth day of &c. laſt paſt, before the date of theſe preſents, as by one Obligation with condition thereunder written, bearing date &c. in the year &c. it doth and may more plainly appear, giving, and by theſe preſents granting unto my ſaid Attorney, my full power and lawful authority in the premiſſes, to do, ſay, perform, conclude and finiſh, for me and in my name, as aforeſaid, all and every ſuch act and acts, thing and things, device and devices in the Law whatſoever, for the recovery of all the debts aforeſaid, as fully, largely and amply in every reſpect, as I my ſelf might or could do, if I were perſonally preſent. And upon the receipt thereof, acquittances or other diſcharges for me, and in my name, to make, ſeal and deliver, ratifying, allowing and holding firm and ſtable, all and whatſoever my ſaid Attorney ſhall lawfully do, or cauſe to be done in or about the execution of the premiſſes, by virtue of theſe preſents. In witneſs, &c.

A Letter of Attorney to enter upon Lands, and deliver a Lease.

KNow all men &c. that I R. R. of &c. have made, ordained, conſtituted and appointed, and by theſe preſents do make, ordain, conſtitute and appoint T. C. of &c. my true and lawful Attorney for me, and in my ſtead and name, to enter and come into and upon the Farm and Lands of T. in the Pariſh of &c. in the County of &c. now in the tenure or occupation of R. or of his Aſſigns, and upon any part thereof, then and there for me, and in my ſtead and name, to deliver as my act and deed, unto H. M. of &c. or to his Aſſigns, one Indenture whereunto I have already ſealed, bearing date &c. made between me the ſaid R. R. on the one part, and the ſaid H. M. on the other part, purporting a Leaſe of the ſaid Farm and Lands unto the ſaid H. M. his Executors, Adminiſtrators and Aſſigns, for the term of Ten years next enſuing, as in and by the ſaid Indenture more at large appeareth. Which Indenture, after the ſame ſhall be ſo delivered by my ſaid Attorney, I the ſaid R. R. do promiſe by theſe preſents, ſhall be my effectual Deed in Law, to all intents, conſtructions and purpoſes, as if I the ſaid R. R. had ſealed and delivered the ſame there my ſelf. In witneſs, &c.

Another Letter of Attorney to enter upon Lands, and to deliver a Leafe.

TO all &c. We T.A. & R.M. send greeting, Whereas we the said T.A. & R.M. have signed and sealed to one Indenture bearing date with these presents, purporting a Lease demised or granted to J.H. of &c. of all that our Mannor or Farm of &c. with the Houses, Barns, Stables, Orchards, Gardens, &c. and all that our Site or Rectory, or Parsonage of L. in the said County of N. Together with the Demesn Lands to the said Mannor or Farm belonging or appertaining. To hold from the ensealing and delivery of the same Indenture for the term of Six years then next ensuing, as by the same Indenture of Lease at large appeareth. Now know ye, That we the said T.A. & R.M. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute, and in our stead and place, put and appoint our trusty and well-beloved friend J. H. &c. our true and lawful Attorney and Assignee, for us, and in our stead and names, to enter and come into, and upon all that the said &c. and other the Lands aforesaid, or into some part thereof, and then and there after such entry made, to deliver unto the said J.H. (as our very act and deed) the said Indenture of Lease above mentioned: to hold according to the tenor of the said Indenture. And further to do and execute all and every such further thing or other act whatsoever, as shall be needful to be done and performed in that behalf, in as large, ample and effectual manner, as we our selves might or could do, if we were personally present. In witness, &c.

A Letter of Attorney upon a Specialty being not due, with Covenants to justifie Actions.

TO all &c. to whom this present writing shall come, Sir T. R. of &c. sendeth greeting in our Lord God everlasting. Whereas H.F. of &c. Gentleman, in and by one Obligation with condition thereupon endorsed, bearing date &c. is and standeth bound unto the said Sir T.R. in the sum of &c. of lawful &c. conditioned for the true payment of &c. on the &c. next &c. at or in the &c. as in and by the said Obligation and Condition thereof at large appeareth. Now know ye, That the said T.R. for divers good causes and considerations him moving, hath assigned, ordained and made, and in his stead and place put and constituted his trusty and well-beloved friend R.D.

R.D. Citizen, &c. his true and lawful Attorney for him, and in his ſtead and name, and to the only proper uſe and behoof of the ſaid R.D. to ask, require and receive of the ſaid H. F. his Executors, Adminiſtrators or Aſſigns, the ſaid ſum of &c. at the ſaid day and place aforeſaid. And if default be made in payment of the ſaid ſum of &c. as aforeſaid; then he the ſaid Sir T.R. doth by theſe preſents make, ordain, conſtitute and appoint the ſaid R.D. to be his true and lawful Attorney, for him, in his name, and to the only uſe of the ſaid R.D. to ask, levy, demand, recover, and receive of the ſaid H. F. his Executors and Adminiſtrators, the ſaid ſum of &c. ſo forfeited unto him the ſaid Sir T.R. for non-payment of the ſaid ſum of &c. at the day, time and place aforeſaid: Giving, and by theſe preſents granting unto his ſaid Attorney, his full power and lawful authority in the premiſes: and upon default of the ſaid ſum of &c. or any part thereof, the ſaid H. F. his Heirs, Executors, Adminiſtrators, &c. or any of them, to arreſt, ſue, implead, impriſon, and out of priſon to deliver, and pleas and proſecutions againſt them and every of them, to ſuſtain and maintain according to the courſe of the Law; and upon the receipt of the ſaid ſum of &c. or any part thereof, acquittance or other diſcharges for him, and in his name to make, ſeal and deliver, and one Attorney or more under him to ſubſtitute, and at his pleaſure to revoke, and all and every other act and acts, thing and things, device and devices in the Law whatſoever needful, or requiſite to be done in or about theſe premiſſes, for him, and in his name to do, execute and perform, as fully, largely and amply in every reſpect, as he himſelf might or could do, if he were perſonally preſent; ratifying, allowing and holding firm and ſtable, all or whatſoever his ſaid Attorney, or his Subſtitute lawfully authorized, ſhall lawfully do, or cauſe to be done in or about the execution of the premiſes by theſe preſents. And the ſaid T. B. for himſelf, &c. that he the ſaid T.B. his Heirs, Executors and Adminiſtrators, and every of them, at all time and times hereafter, upon the reaſonable requeſt, or notice to him given, and at the coſts and charges in the Law of the ſaid R.D. his Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall and will maintain, juſtifie and avow with effect, all and every ſuch Action or Actions, Writ or Writs, Pleas, Proceſs, Judgments and Executions whatſoever, which by the ſaid R.D. his Executors, Adminiſtrators or Aſſigns, ſhall at any time hereafter be lawfully ſued, commenced, had or brought in his name againſt H.E. his heirs, executors, adminiſtrators, or any of them, upon or by reaſon of the obligation abovementioned, or any ſum or ſums of mony therein mentioned or contained. And alſo that

said T. R. hath not at any time heretofore, neither he, his Executors, Administrators or Assigns, or any of them, at any time hereafter shall or will remise, release, or otherwise discharge the said H. F. his Heirs, Executors or Administrators, or any of them, of the said Obligation above recited, nor yet of any sum or sums of money therein contained, without the special licence, consent or agreement of the said R. D. his Executors, Administrators or Assigns, or some of them, thereunto first had and obtained in writing under his or their hands and seals, and that all the benefit and commodity that shall be recovered, obtained or gotten by means of any such action, suit, plaint, judgment or executions, shall redound, come and be to the only use and behoof of the said R. D. his &c. without any account or other thing therefore to be yielded or done to the said Sir T. R. his &c. or any of them. In witness, &c.

A Letter of Attorney general to receive debts and rents.

KNow all men by these presents, That I A. W. of &c. have assigned, ordained and made, and in my stead and place by these presents, put and constitute my trusty and well-beloved servant H. H. of &c. to be my true and lawful Attorney, for me, and in my name, and to my use, to ask, sue for, levy, require, recover and receive all and every such debts, rents and sums of money as are now due unto me, of which at any day or days, time or times hereafter, shall be due, owing, belonging or appertaining unto me by any manner of ways or means whatsoever, from any person or persons whatsoever, giving and granting unto my said Attorney by these presents, my full and whole power, strength and authority in and about the premisses; and upon the receipt of any such debts, rents and sums of money, aforesaid, acquittances or other discharges for me and in my name to do, make, seal and deliver, and all and every other act and acts, thing and things, device and devices in the Law whatsoever, needful and necessary to be done in or about the premisses for the recovery of all or any such debt, rents or sums of money, as aforesaid, for me and in my name to do, execute & perform, as fully, largely and amply in every respect to all intents, constructions and purposes, as I my self might or could do, if I were personally present; ratifying, allowing and holding firm and stable all and every such act and acts. In witness, &c.

A short Letter of Attorney of a Bond not due.

KNow all men, &c. That I A.B. of &c. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint A.B. of &c. to be my true and lawful Attorney irrevocable, for me, in my name, and to his use, to ask, demand and receive of &c. the full sum of &c. which shall be due and payable unto me by the said &c. at the Feast of &c. next and immediately ensuing the date of these presents, by virtue of one Obligation to me made from the said &c. bearing date &c. last past, before the date of these presents, as by the same Obligation &c. And for non-payment of the said sum of &c. at the day and place aforesaid, I do by these presents authorize and appoint the said &c. for me and in my name, and to the use aforesaid, to ask, levy, sue for, recover & receive of the said &c. the said full sum or penalty of &c. to be then due and forfeited unto me for such non-payment. Giving and by these presents granting, unto my said Attorney, my full power and absolute priviledge, right, benefit and authority in all things whatsoever which doth, can or may in any wise touch or concern the premisses, either for the receipt of the said sum of &c. on the day above mentioned, or for the doing or performing of any other act or acts, thing and things whatsoever, as shall be needful and requisite to be done, prosecuted and performed for the recovery of the same, or the said penalty, in case of forfeiture, as aforesaid: and that in as large and ample manner in every respect, and to all intents and purposes, as I my self might or could do, if I were in person present. And whatsoever my said Attorney, or his Substitute lawfully authorized, shall do, or cause to be done in the premisses, I promise to allow of, and confirm by these presents. In witness, &c.

A Short Letter of Attorney for the setting over of a Bond forfeited.

KNow all men &c. That I H.H. of &c. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint my trusty and well-beloved friend W.M. of &c. to be my true and lawful Attorney for me, and in my stead and name, and to his own use, to ask, levy, receive, demand and receive of T.M. & N.L. of &c. Gentlemen, and either of them, their and either of their Executors and Administrators, the sum of &c. which they have forfeited and from me unjustly do detain and keep for non-payment of the

sum of &c. at a certain day past, as by one Obligation with Condition thereupon endorsed, bearing date &c. more at large it doth and may appear. Giving, and by these presents granting unto my said Attorney, my full power and authority in all things touching this my present business, and in my name to commence and prosecute any Action or Actions, Suit or Suits, for the recovering and getting of the said sum of &c. and every or any part or parcel thereof, and Attorney or Attorneys in that behalf to constitute and make, and upon receipt thereof, or of any part thereof, acquittances, or other lawful discharges, in my stead and name to make, seal and deliver; ratifying and allowing by these presents, all and whatsoever my said Attorney or his Assigns, shall for obtaining and recovery of the said sum of &c. or any part thereof, do or cause to be done in my stead and name. And also I the said H.H. do covenant and promise by these presents, That I the said H.H. have not released, nor will release the said T.M. & N. &c. of the said Bond, nor of the penalty therein contained, nor countermand this present Letter of Attorney, nor the authority thereby granted, nor any suit, act or proceeding at any time hereafter by virtue of these presents to be brought or done. In witness, &c.

A Letter of Attorney to take possession of Lands delivered by a Sheriff upon an Extent.

KNow all men by these presents, That I A.B. &c. Esq; have made, ordained, constituted, and by these presents, put and appointed my well-beloved friend C.D. to be my true and lawful Attorney, for me, and in my stead and name to enter into the Mannor of H. with the Appurtenances, in the County of L. and now in the tenure or occupation of &c. of the yearly value of &c. and full and peaceable possession and seizin thereof, for me, and in my stead and name, and to my use, to take, receive, retain and keep, as to him the same shall be delivered by the Sheriff of the same County of &c. according to the tenor, purport and effect of His Majesties Writ of Extent unto the said Sheriff in that behalf directed. Giving and granting by virtue of these presents unto my said Attorney, my full power and authority, and all and every thing and things, needful, necessary or requisite to be had, made, or done for or concerning the said possession, taking or the retaining of the same to my use, as aforesaid, the same for me, in my stead and name to do, use, execute and exercise, as fully and wholly, and in as large and ample manner and form, and to all intents and purposes, as I my self might and could do, if I were perso-

nally

nally present; ratifying, allowing, and holding firm and stable all and whatsoever my said Attorney shall lawfully do or cause to be done in or about the execution of the premisses, by virtue of these presents. In witness, &c.

A Covenant for the levying of a Fine.

AND the said C. D. for himself, his Executors, &c. and for every of them, doth covenant and grant to and with the said W. G. and F. W. their Executors, Administrators, &c. That the said C. D. or his Heirs shall and will at and before the &c. at the proper costs and charges in the Law of the said C. D. his Heirs &c. according to the usual course of Fines and Recoveries us'd and accustom'd, levy one lawful and sufficient fine, and suffer a lawful and sufficient recovery to be had and made against him the said C. D. and his Heirs, unto the said W. C. and F. W. and their Heirs, or the Survivor of them, or to such other person or persons, as they the said W. and P. or the Survivor of them, or their Heirs, shall nominate and appoint, of all that Messuage, &c. (naming the Lands) with all and singular their appurtenances, situate and being in C. aforesaid, in the County of B. which said Fine or Fines, Recovery or Recoveries, and all other Assurances and Conveyances to be had, made, levied, acknowledged and executed of the premises, or any part thereof, by the name or names aforesaid, or by any other name or names, or in any other manner or form shall be, and the said W. C. and F. W. and their Heirs, and all and every other person and persons, and the Survivor of them, and their Heirs, to whom the said fine shall be levied or acknowledged, as aforesaid, shall stand and be seized of all and singular the premises, and every part thereof, to the onely proper use and behoof of the said W. and F. and their Heirs for ever, to the intent a lawful and sufficient Recovery may be had of all and singular the premisses, and of every part and parcel thereof, according to the true intent and meaning of these presents, which said Recoveries shall be, and shall be always deemed, adjudged and taken to be to the onely use and behoof of the said W. C. and F. W. and of the Heirs males of their Bodies to be begotten, and for default of such issue, then to the use and behoof of the said W. C. and of his Heirs and Assigns for ever. In witness, &c.

A Covenant to surrender a Copyhold at the next Court.

AND the said &c. for himself, his &c. doth covenant and grant to and with the said &c. his &c. that at the next Court holden at the Mannor of E. in the County of W. the said R. J. and his wife shall come and personally appear in the face of the said Court of the said Mannor, and in the open face of the said Court, according to the usual custom of the said Mannor, shall into the hands of the Steward of the said Court, or his Deputy, surrender, assign, and yield up to the use of the said T. his Heirs, Executors, Administrators and Assigns, all that the right, estate, title, interest, and demand, which they now have, or by any means may have, of and in the said Copy-hold-land and Tenements, with the appurtenances, called, known by the said name or names of, &c. or any other Lands, Tenements or Hereditaments, which are claimed to be holden by him the said R. J. by Copy of Court-Roll of the said Mannor of W. or to the same, or to any part or parcel of the same belonging, or so reputed, esteemed or taken, &c.

A Covenant for a further Assurance.

AND the said L. M. for himself, his &c. That he the said L. M. and A. his now wife, and the Heirs of the said L. and all and every other person and persons whatsoever, having or claiming, or which shall or may have or claim, or pretend to have, any manner of right, title, interest or other thing, into or out of the before mentioned premisses, or any part or parcel thereof, from or under the said L. M. shall and will from time to time, and all times hereafter upon every reasonable request, and at the costs and charges in the Law of the said &c. his Heirs or Assigns, make, do, suffer, acknowledge and execute, or cause to be made, done, acknowledged, suffered and executed all and every such further lawful act or acts, thing and things, device and devices, conveyances and assurances in the Law whatsoever, for the further, better, and more perfect assurance, surety, sure-making and conveying of all and singular the said Messuages, Lands, Tenements and Hereditaments, and all other the premisses aforesaid, and every part and parcel thereof, unto the said L. B. his Heirs and Assigns for ever; be it by Fine or Fines, with Proclamation, Recovery or Recoveries, with double or single Voucher or Vouchers, Deed or Deeds, enrolled or not enrolled, the enrollment of these presents, release, confirmation, with warranty, against all and every person or persons,

persons, or without warranty, or by all, any, or as many of the ways, means, and devices aforesaid, or by any other ways, or means whatsoever, as by the Council learned in the Law, of the said J. B. his &c. shall or may be devised or required, so as the said J. M. and A. his Wife, their Executors, &c. be not enforced or compelled to travel above twelve miles from his or their dwelling place, or the Cities of *London* and *Westminster*, for the making, doing and executing thereof, &c.

A Covenant that the Premisses are discharged of Incumbrances.

AND the said A. B. for himself, &c. That the said Messuages, Lands, &c. and all and singular other the premisses, with the appurtenances, before in and by these presents granted, bargained, &c. and every part and parcel thereof, at the time of the ensealing and delivery of these presents, are, and so at all times hereafter for ever, and from time to time, shall be, remain, and continue unto the said T. A. his Heirs and Assigns, clearly acquitted and discharged, or otherwise sufficiently saved and kept harmless, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Joyntures, Dowers, Uses, Wills, Intails, Rents, Charges, Rent-seck, Arrerages of Rents, Fines for alienation, Statutes, Recognizances, Judgments, Executions, Seisures, Intrusions, Extents: and of and from all and singular other charges, titles, troubles, incumbrances and demands whatsoever, had, made, acknowledged, consented unto, committed, procured, done or suffered by the said A. B. his Heirs or Assigns, or by any other person or persons whatsoever; the Rents and Services from henceforth to be due to the chief Lord or Lords of the Fee or Fees, whereof the premisses are holden, onely excepted, &c.

A Covenant that he is lawfully seized in fee-simple, or fee-tail, and hath power to demise.

AND the said G. H. for himself &c. that he the said G. H. at the time of the ensealing and delivery of these presents, is and standeth lawfully seized of an indefeizible estate of inheritance in Fee-simple or Fee-taill, of and in all and singular the before-demised premisses, with the appurtenances, and every part and parcel thereof, without any manner of condition or limitation of use or uses, to alter or change the same: And also that he the said G. H. now hath full power, true title, and absolute authority, to demise, grant, &c. the said &c. and all

and

and ſingular other the premiſſes, with the Appurtenances before demiſed, and every part and parcel thereof, unto the ſaid J.P. his Executors, Adminiſtrators and Aſſigns, for the term of &c. in manner and form, as in and by theſe preſents is mentioned, limited and expreſſed.

A Covenant that the Leſſee ſhall not cut down or fell the Trees, without the conſent of the Leſſor.

AND the ſaid T.H. for himſelf, &c. that he the ſaid T.H. his &c. or any of them, ſhall not at any time hereafter during the ſaid term, commit or cauſe, procure or wittingly ſuffer to be committed or done, any manner of wilful waſte or deſtruction, in or upon the premiſſes, or any part thereof, nor ſhall cut down, fell, take or carry away any of the woods, underwoods or Trees growing, ſtanding or being, or which hereafter ſhall grow, ſtand or be, in or upon the premiſes before demiſed, or in or upon any part or parcel thereof, without the licenſe, conſent or agreement of the above-named U. B. his Heirs or Aſſigns in writing firſt had and obtained.

A Condition of Arbitriment general and ſpecial.

THE Condition &c. That if the within-bounden R.C. & R.A. their &c. and every of them, do and ſhall, for their, and every of their parts and behalfs, in all things well and truly ſtand to, abide, obey, obſerve, perform, fulfill and keep the award, arbitrement, order, rule, determination and judgment of &c. Arbitrators indifferently choſen, elected and named, as well on the part & behalf of the ſaid R.C. R.A. as on the part and behalf of the within-named R. S and &c. to arbitrate, award, rule, decree, and judge of, for, upon, touching or concerning all actions, ſuits, doubts and variances concerning &c. out of the Manner of L. in the Pariſh of W. in the County of &c. now in queſtion and controverſie, between the ſaid parties; & alſo for, touching & concerning all & all manner of other ſuits, quarrels, debts, debates, duties, bonds, ſpecialties, controverſies, tranſgreſſions, offences, ſtrifes, contentions, reckonings, accounts and demands whatſoever, which between the ſaid R.C. & R.A. on the one part, and the ſaid J.G. the elder, and the ſaid J.S. the younger, and divers other perſons on the other part, at any time from the beginning of the world, until the day of the date of theſe preſents, have been had, moved, ſtirred, or are in any wiſe depending; ſo always as the ſame award, arbitrement or determination, and judgment of the parties, in and upon the ſame premiſſes, be made and given up in writing indented,

indented, under their hands and seals, ready to be delivered to the said parties, at or in &c. on or before &c. That then this, &c.

A Condition for the truth of an Apprentice, and to restore the value of all such Goods as by proof shall appear he hath embezelled.

THe Condition &c. That whereas J. D. &c. Son of &c. by his Indenture of Apprenticeship to the within-named W. G. hath bound himself to the said W. G. with him to dwell and abide from the feast of &c. unto &c. from thence next ensuing, fully to be compleat and ended, as in and by the said &c. more fully may appear. If therefore the said J. D. the Apprentice do or shall at any time or times hereafter, during the said term of &c. wilfully waste, imbeazle, consume, spend, or make away, or otherwise deliver, or lend upon trust, without ready money, to any person or persons, without the consent of the said W. G. his Master, any of the Goods, Wares, Moneys or Merchandize of the said W. G. his Executors or Assigns: Then if the above-bounden L. M. his Executors or Assigns, or any of them, do and shall within two moneths next after request made, and notice thereof given, from time to time, during the said term, well and truly pay, or cause to be paid to the said W. G. his Executors or Assigns, the full sum and value of all such Goods, Wares, Money or Merchandize as by the just and true proofs shall appear the said J. D. to have spent, imbeazeled, wasted, consumed or lent, without consent as aforesaid, to the hurt and hindrance of the said W. G. his Executors or Assigns, without fraud or coven, That then &c.

A Condition to acknowledge satisfaction upon a Judgment.

THe Condition &c. That if the within-bounden J. P. his Executors, Administrators or Assigns, or any of them, do or shall before the end of *Easter* Term now next coming, after the date within written, by himself, or by his or their lawful Attorneys, in the Kings Majesties Court of Common-Pleas, confess and acknowledge satisfaction of all such Judgments and Executions as the said J. P. hath recovered in the said Court against W. L. of &c. Gentleman: That then &c.

A Condition to make assurance upon request.

THE Condition &c. That if the within-bounden H. S. or his Assigns, shall and will at all times hereafter upon reasonable request, and at the costs and charges of the within-named J. F. his Heirs and Assigns, by such lawful act and acts, thing and things, conveyances and assurances in the Law whatsoever, as by the said J. F. his Heirs or Assigns, or his or their Council learned in the Law, shall be reasonably devised, or required, lawfully and sufficiently give, grant, convey and assure unto the said J. F. his Heirs and Assigns for ever, all that &c. in the Town and Parish of B. in the County of D. now in the tenure of &c. clearly acquitted and discharged, or otherwise sufficiently saved and kept harmless, of and from all and all manner of former bargains, sales, charges, titles, troubles and incumbrances whatsoever, hurt, waste, committed, or done, by the said S. H. or by any other person or persons whatsoever: That then &c.

A Condition to find out his Dyet by the Year.

THE Condition &c. that if the within-bounden T. W. his Executors and Assigns, do and shall at his and their own proper costs and charges, find, provide and allow unto J. B. or any Servant of the within-named J. B. in his stead and place, good, wholesome and sufficient Dyet, and Victuals of Meat and Drink, meet and convenient, and in such sort as is now by the above-bounden T. W. allowed, for the time and space of one whole year, from the feast of the Nativity of &c. next ensuing &c. at or in the now &c. And if at any time the said J. B or such said Servant of the said J. B. so to be dieted for the time being, shall absent himself from his said Commons, by the space of six weeks, or more together, at any time or times during the said term; If then and so often as he shall be absent, the said T. W. his Executors or Assigns, do and shall find Diet and Victuals for the said J. B. &c. for so long time after the end of the said Terms, as they shall have been absent as aforesaid, according to the true meaning of these presents: That then, &c.

A Condition to repay all such Charges as the Tenant shall be at by reason of the payment of his Rent, there being controversie concerning the Title of the House.

THE Condition, &c. That whereas there is a Controversie or question between the above-bound E. H. and others, touching their several right or interests in the now dwelling House of the above-named T. T. situated &c. And whereas upon an agreement between the said E. H. and T. T. the said T. F. is contented to pay the Rent of the said House, it being 50 *l. per annum*, unto the said E. H. as the same shall grow due according to his Lease. If therefore the said E. H. his &c. do and shall well and truly pay, or cause to be paid unto the said E. T. his Executors or Assigns, all such Rent, sum or sums of money, charges and damages whatsoever, as shall by due proceeding in Law be adjudged or decreed against him the said T. T. his Executors, &c. and all other cost and damages whatsoever, which he the said T. T. shall sustain or be at, by reason of any Actions, Suits or Forfeitures whatsoever, which shall or may happen or be unto the said T. T. his Executors, Administrators or Assigns, by reason or means of the payment of the said Rent, or any part thereof, unto the said E. H. his Executors, Administrators or Assigns, That then, &c.

A Condition to discharge the Church-Wardens and Parishioners of a Child born in the Parish.

THE Condition &c. That whereas one M. H. hath of late been delivered of a Man-child within the Parish of &c. within-written, to the which Child the within-bound E. G. by his own voluntary confession doth acknowledge himself to be the Father; If therefore the said E. G. his Heirs, Executors or Assigns, or every or any of them, do from time to time, and at all times hereafter, fully and clearly acquit, discharge and save harmless, as well the within-named J. B. and H. T. Church-wardens of the Parish Church of &c. aforesaid, and their Successors for the time being, and every of them, as also all the Inhabitants and Parishioners of the said Parish, which now are or hereafter shall be for the time being, and every of them, of and from all and all manner of costs, charges and expences whatsoever, which shall or may in any manner of wise at any time hereafter arise, happen, come, grow, or be imposed upon them, or any of them, for or by reason or means of the birth, education, nourishing and bringing up of the said Child; And of

and

and from all other actions, ſuits, charges, troubles, impeachments and demands whatſoever, touching and concerning the ſame: That then &c.

A Condition for the ſurrender of Copy-hold Lands, and to cauſe him to be admitted Tenant.

THE Condition &c. That if the within-bounden J. K. and his Heirs, do and ſhall at the next Court to be holden for or within the Mannor of H. in the County of E. ſufficiently and in due form of Law ſurrender and yield up unto or for the uſe and behoof of the within-named L. M. his Heirs and Aſſigns, or of ſuch other perſon or perſons and their Heirs and Aſſigns, as the ſaid L. M. ſhall nominate and appoint, All that his Copy-hold, Meſſuage or Tenement, and Lands thereunto belonging, containing by eſtimation ſixteen acres, be it more or leſs, now or late in the tenure or occupation of N. O. or of his Aſſigns, parcel of the Mannor of H. aforeſaid, with all and ſingular Out-houſes, Eaſements, Commodities, and Appurtenances to the ſame appertaining, clearly acquitted and diſcharged of all Dowers and titles of Dower whatſoever, and do then and there alſo procure and cauſe the ſaid L. M. or ſuch other perſon or perſons by him to be nominated as aforeſaid, to be only and lawfully admitted Tenant of the ſame premiſſes, ſo to be ſurrendred, according to the cuſtom of the ſaid Mannor: That then this &c.

A Condition for quiet enjoying a Mannor, according to an Aſſignment thereof.

THE Condition &c. That if the within-named R. J. his &c. and every of them, ſhall or may lawfully, peaceably and quietly have, hold, occupy and enjoy the Mannor of S. with the appurtenances in the County of O. with all Lands, Tenements, Profits, Priviledges, Rents, Court-leet, and Advowſon, Woods, Underwoods, and all other Hereditaments thereunto belonging or appertaining, without the let, trouble, ſuit, eviction, diſturbance or contradiction of the within-bounden W. G. L. G. and M. G. or any of them, their or any of their Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, or any other perſon or perſons whatſoever, having, claiming, or pretending to have any manner of right, title, intereſt, propriety, claim, or demand, of, in or to the ſaid Mannor and Premiſſes aforeſaid; or of, in and to any part or parcel thereof, by, from or under the ſaid W. G. M. G. and L. G. or either or any of them,

them, according to the tenour, purport, effect and true meaning of one Indenture of assignment, bearing date the &c. made and sealed by the said W. G. unto the said R. L. of the premisses aforesaid, as by the said Indenture may appear: That then, &c.

A Condition for Assurance of Lands.

THE Condition &c. That if the within-bounden W. B. shall upon reasonable request to him to be made by the within-named T. H. his Heirs or Assigns, on this side, and before the Feast-day of &c next ensuing the date within written, convey and assure unto the said T. H. his Executors and Assigns for ever, one Close of Pasture, containing by estimation one acre abutting upon F. towards &c. one other Close &c. all which premisses are situate, lying and being in the Parishes, Towns and Fields of W. and G. or in some or one of them, in the County of B. by such Conveyances and Assurances in the Law, as by the said T. H. his Heirs and Assigns, or by his or their Council learned in the Law, shall be reasonably devised, or advised and required (discharged of all incumbrances whatsoever, the chief Rents and Services thereof due and payable to the chief Lord or Lords of the Fee or Fees of the premisses onely excepted.) And also if the said W. B. his &c. and every of them, do and shall, until the said Conveyance and Assurance shall be made and passed as aforesaid, quietly permit and suffer the said T. H. his Heirs and Assigns, to have, receive, perceive and take to his and their own proper uses and behoofs, the rents, issues and profits of all and singular the premisses, and of every part and parcel thereof, without any manner of let, suit, trouble, disturbance or contradiction of the said W. B. his &c. or any of them, or of any other person or persons whatsoever, by his or their, or any of their means, right, title, interest or procurement, and without any account, or any other thing therefore to be yielded, paid or done unto the said W. B. his Heirs or Assigns, or to any other person or persons whatsoever: That then this &c.

A Condition to pay a sum of Money quarterly.

THE Condition &c. That if the within-bounden B. M. his &c. or any of them, do well & truly pay or cause to be paid unto the within-named N. D. his &c. the full sum of &c. at or in the &c. in manner and form following, (*viz.*) On the &c. next ensuing the date above-written, the sum of 5 *l.* thereof, at the

place aforesaid, viz. &c. 5 l. more thereof at &c. on &c. 5 l. more at &c. and on &c. 5 l. more at &c. and so forth every quarter of a year quarterly, one next and immediately ensuing another; on every of the quarter-days aforesaid, and at the place above-named for payment thereof, 5 l. until the said sum of &c. shall be in such sort, and after such manner fully satisfied, contented and paid, That then &c. But if default of payment shall be made, of or in the payment of the said sum of &c. or any part thereof, contrary to the manner and form above-rehearsed, then it shall stand and abide &c.

A Condition to lend a sum of money at a certain day nominated, for a certain time then following, without Interest.

THE Condition &c. that if the within-bounden J. W. and [illegible] and N. Y. or either of them, do and shall on the &c. next ensuing the date within-written, deliver and lend unto the within-named E. P. at or in the &c. the full sum of &c. upon the single Bond of the said E. P. until the &c. day of &c. next ensuing, without loan, interest, or other considerations to be had for the same; That then &c.

A Condition for payment of an Annuity.

THE Condition &c. That if the within-bound T. R. and T. P. [illegible] or either of them, their or either of their &c. or any of them, do and shall every year yearly, for and after the Feast-day of &c. next ensuing the &c. well and truly pay, or cause to be paid to the within-named J. S. his &c. one annuity, yearly rent, or sum of &c. of lawful &c. at four usual Feasts or terms in the year; That is to say, On the Feast-day of &c. by even and equal portions, the first payment thereof to begin on the &c. next ensuing the &c. that then the &c. But if default shall happen to be made of, or in the payment of the said annuity, yearly rent, or sum of &c. at any of the said Feast-days on which the same ought to be paid, at any time during the said term of &c. contrary to the true intent and meaning of these presents, That then it shall stand and abide in full force, strength and virtue.

A Condition to pay a certain sum of money at a day, and then to put in another surety, for payment of another sum at a day then following.

THE Condition &c. That if the within-bounden J. G. his &c. or any of them, do well and truly pay or cause to be paid to the within-named C. D. his &c. the full sum of &c. at or in the &c. on the &c. and then also do and shall procure and cause another sufficient surety to become bound with him the said J. G. his &c. unto the said C. D. his &c. by their obligation in due form to be made, in the penalty of &c. for the true payment of &c. more of &c. then next following, and which shall be in the year of our Lord God 1649. at the place aforesaid, without fraud or coven, That then, &c.

A Condition for performance, concerning Co-partnership of an Award.

THE Condition, &c. That if the within-bounden W. D. his &c. do for his and their parts and behalfs, in all things well and truly stand to observe, perform, fulfill and keep the Award, Arbitrement, Order, Final End, Determination or Judgment of A. B. of &c. and C. D. of &c. Arbitrators indifferently chosen, elected and named, as well on the part and behalf of the said W. R. as on the part and behalf of the within-named W. J. to arbitrate, award, order, judge, determine, and a final end to make, of, upon, touching and concerning all and every action and actions, suits, variances, sum and sums of money, claims and demands whatsoever, had, moved, depending or stirring, or having been, or now being in question, suit, trouble, or controversie between the said parties, for, by reason or means of any manner of dealing, &c. during the late Co-partnership between the said W. and J. in any manner of wise, so as the same Award, Arbitrement, &c. of the said Arbitrators of and upon the premisses, or any part thereof, be made and put in Writing under their hands and seals, ready to be delivered to the said parties, on or before the &c. next ensuing the &c. That then &c.

A Condition to save harmless of a Recognizance taken for one's appearance.

THE Condition &c. That if the within-bounden J.R. his Heirs, do at all times hereafter, and from time to time, clearly acquit and discharge, or sufficiently save and keep harmless the within-named G.S. and B.N. and every of them, their and every of &c. against our Sovereign Lord the Kings Majesty, and all others, of and from all and every such recognizances, wherein and whereby they the said G.S. & B.N. or either of them, stand charged or bound to our Sovereign Lord the Kings Majesty, for the said R.J. or for his personal appearance in his Majesties Court of Record, called the Kings Bench at *Westminster*, in *Trinity* Term next, to answer all such matters as shall be objected against him, and of and for all and every sum and sums of money, matters, thing and things, the said Recognizance and Recognizances, and every of them mentioned or contained, and of and from all actions, suits, costs, losses, troubles, extents and damages, that shall or may arise or grow, touching or concerning the same, or any of them, in any manner or wise: That then &c.

A Condition to save one harmless, for the bailing of one at two several actions.

THE Condition &c. That whereas the within named J. D. at the special instance and request of the within-bounden W. W. hath main-prized or taken to bail the said W. W. in the in the Sheriffs Court holden in the Compter in *Woodstreet*, *London*, of and for two Actions, the one of Trespass, damages xx l. at the suit of &c. and the other of Debt, upon the demand of &c. at the suit of &c. as by the Records of the same Court may appear; if therefore the said W. W. his &c. and every of them, do at all times hereafter, and from time to time clearly acquit and discharge, or otherwise sufficiently save and keep harmless the said J. D. his &c. and every of them, and all his and their Goods and Chattels, and every part and parcel of them, against all persons whatsoever, of and for the main-prizing and taking to bail of the said W. W. and of and for the several actions aforesaid, and of and for all actions, suits, costs, troubles, demands, executions and damages whatsoever, that shall or may arise or grow, touching or concerning the premises, or any of them, in any manner or wise, That then this present Obligation to be void, &c.

A Condition for payment of Money, if a man be non-suited.

THE Condition &c. That whereas one E. G. is admitted to ſue in *Forma Pauperis*, in his Majeſties Court of &c. againſt W. W. and A. B. for the recovery of certain Lands and Tenements in the County of K. if the ſaid E. G. ſhall be Non-ſuited in the ſaid Action, or that the ſame ſhall paſs againſt him by verdict, or otherwiſe, that if the above-bounden R. R. or E. G. their Executors or Aſſigns, or any of them, do or ſhall truly pay, or cauſe to be paid, all and ſingular ſuch coſts and charges and ſums of money, as by any the Juſtices of the ſaid Court ſhall in that caſe be thought convenient or awarded, without fraud, &c. That then &c.

A Condition for performance of Covenants.

THE Condition &c. That if the within bounden H. W. his &c. and every of them, do well and truly obſerve, perform, fulfil, accompliſh and keep all and ſingular the Covenants, Grants, Articles, Clauſes, Conditions and Agreements whatſoever, which on his and their parts and behalfs are or ought to be obſerved, performed, fulfilled and kept, mentioned and compriſed in one pair of Indentures of Leaſe, bearing date within-written, made between the within-named E. W. of the one part, and H. W. of the other part, according to the tenor, effect and true meaning of the ſame Indenture; That then &c.

A Condition for paſſing of a Fine.

THE Condition &c. That if the within-bounden W. E. and A. his now Wife, and the Heirs of the ſaid VV. at the coſt and charges in the Law of the within-named R. M. his &c. next enſuing the date &c. ſhall levy one fine &c in the Court of Common-Pleas at *Weſtm.* of one Meſſuage or Tenement, mentioned to be demiſed to the ſaid R. M. in and by one Indenture of Leaſe, bearing date &c. made between the ſaid VV. E. on the one part, and the ſaid R. M. on the other part, according to the due courſe of Law, by ſuch name or names, and in ſuch manner and form, as by the ſaid R. M. his &c. or by his or their Council learned in the Law, ſhall be deviſed or required, as well for the barring of the ſaid A. from the title of Dower in the premiſſes, as for the better aſſuring & confirming of the premiſſes unto the ſaid R. M. his &c. for & during all the ſaid term by the ſaid Indenture of Leaſe granted, under the Rent in and by the

said Indenture reserved against the said W. E. his Heirs and Assigns, according to the true meaning of the said Indenture: That then &c.

A Condition concerning a Marriage.

THE Condition &c. That whereas there is a Marriage (by Gods grace) intended to be shortly had and solemnized between the above-bounden A. B. and E. B. Daughter of F. B. late of G. in the County of C. deceased; if after the said Marriage shall be solemnized between the said parties, it shall happen the said A. shall die, and her the said E. shall survive, then if the said A. B. shall at the time of his death leave unto the said E. the the sum of &c. or the value of &c. for Goods and Chattels to be freely taken, had, used and disposed of by her the said E. her &c. at her and their own wills and pleasures, without any claim, challenge, suit, trouble, disturbance, contradiction or demand, of, for, in or to the said sum or value of &c. or of any part or parcel thereof, thereunto to be made by the Executors &c. of the said A. B. or by any other person or persons whatsoever: That then &c.

A plain Bill of Debt.

BE it known unto all men by these presents, That I A. B. of &c. do owe and stand indebted unto C. D. of &c. in the sum of &c. of lawful money of *England* to be paid unto the said C. D. his Executors, Administrators or Assigns, on the &c. next ensuing the date hereof. To the which payment well and truly to be made, I bind me, my Heirs, Executors and Administrators firmly by these presents: In whereof, &c. I do hereunto set my hand and seal this fourth of *July*, *Anno Dom.* 1648.

A Bill Obligatory.

BE it known unto all men by these presents, That I A. B. of &c. do owe and am indebted unto C. D. of &c. in the sum of &c. of lawful money of *England*, to be paid unto the said C. D. his Executors, Administrators or Assigns, on the &c. next ensuing the date hereof, &c. To the which payment well and truly to be made, I bind me, my Heirs, Executors and Administrators, in the sum of &c. of lawful money of *England*, firmly by these presents. In witness &c.

A General Release.

KNow all men by these presents, That I J. R. of &c. have remised, released, and quit-claimed, and by these presents do for me, my Executors, Administrators and Assigns, remise, release, and for ever quit-claim unto C. D. of &c. his Executors, Administrators and Assigns, all and all manner of Actions and Suits, cause and causes of Actions and Suits, Bills, Bonds, Writings and Accompts, Debts, Duties, Reckonings, Sum and Sums of Money, Controversies, Judgments, Executions, and Demands whatsoever, which I the said J. R. ever had, or which my Executors, Administrators and Assigns, or any of us in time to come, can or may have, to, for, or against the said C. D. his Executors, Administrators or Assigns, for or by reason of any matter, cause or thing whatsoever, from the beginning of the world, until the day of the date hereof. In witness, &c.

A Release of Errours.

BE it known unto all men by these presents, That I W. A. of &c. for divers good causes and considerations me thereunto especially moving, have remised, released and quit-claimed, and by these presents for me, my Heirs, Executors, and Administrators, do remise, release, and for ever quit-claim unto E. D. his Heirs, Executors and Administrators, and every of them, all and all manner of Error and Errors, and the benefit and advantage thereof, and of all misprisions of Error and Errors, defects, and wrongful pleadings and proceedings, whatsoever, had, made, committed, suffered, omitted and done, at any time or times, before the day of the date of these presents, in any action or actions prosecuted and sued by the said E. C. against me the said W. A. in any Court or Courts of Record, or otherwise; And all Error and Errors in Judgment or Judgments thereof, so that I the said W. A. my Heirs, Executors and Administrators, and every of us, shall be for ever hereafter debarred and excluded, to sue forth any Writ or Writs of Error or Errors concerning the same. In witness, &c.

A Release of Error concerning a Judgment.

BE it known unto all men by these presents, That I J. W. of &c. do by this present Writing, for me, my Heirs, Executors and Administrators, remise, release, and for ever quit-claim unto F. L. of &c. Esq; all and all manner of Error and Er-

rors, and misprision of Error and Errors, which are or may be in one Judgment remaining upon Record in his Majesties Court of Common-Pleas at *Westminster*, against the said J. W. at the suit of the said F. L. for 400 *l.* debt, and three pound thirteen shillings and four pence charges, or thereabouts, or in any the premisses or proceedings of the said Judgment or suit. In witness, &c.

A Release upon the Receipt of a Legacy.

BE it known unto all men by these presents, That I T. B. of &c. have the day of the date hereof received of J. T. Widow, Executrix of the last Will and Testament of &c. H. T. of &c. deceased, all that Legacy or sum of &c. to me the said T. B. by the name of T. B. of &c. given & bequeathed, of which said sum of &c. by me received as aforesaid, I acknowledge my self fully satisfied and paid, and thereof, and of every part and parcel thereof, do clearly acquit, exonerate and discharge the said T. W. her Executors and Administrators, and every of them by these presents: In witness whereof I have hereunto set my hand and seal, &c.

A Release of Lands.

TO all Christian People, &c. Know ye that A. B. of &c. for divers good causes and considerations him moving, hath remised, released, and for ever quit-claimed, and by these presents for himself and his Heirs, doth fully, clearly and absolutely remise, release, and for ever quit-claim unto C. D. of &c. in his full and peaceable possession and seizin, and to his Heirs and Assigns for ever, all such right, estate, title, interest and demand whatsoever, as he the said A. B. had, or ought to have, of, in, or to all &c. that the Mannor of &c. and &c. by any ways or means whatsoever. To have and to hold all the said Mannor, &c. unto the said C. D. his Heirs & Assigns, to the only use and behoof of the said C. D. his Heirs and Assigns for ever, so that neither he the said A. B. nor his Heirs, nor any other person or persons for him or them, or in his or their names, or in the name, right or stead of any of them, shall or will by any way or means hereafter have, claim, challenge or demand any estate, right, title, or interest of, in, or to the premisses, or any part or parcel thereof; But from all & every action, right, estate, title, interest & demand of, in or to the Premisses, or any part or parcel thereof, they and every of them, shall be utterly excluded and barred for ever by these presents; And also the said A. and his Heirs, the said

ſaid Mannor, Meſſuages, Lands, Tenements and other the Premiſſes, with the Appurtenances, to the ſaid C.D. his Heirs and Aſſigns, to his and their own proper uſe and uſes, in manner and form afore-ſpecified, againſt their Heirs and Aſſigns, and every of them, ſhall warrant, and for ever defend by theſe preſents. In witneſs, &c.

A Releaſe of Lands, with a Covenant to lead to the uſe of a Fine.

TO all Chriſtian People, &c. I E. F. of &c. ſend greeting, Know ye that I the ſaid E.F. for good and valuable conſiderations me moving, have given, granted, remiſed, releaſed and quit-claimed, and by theſe preſents do for me and my Heirs, grant, remiſe, releaſe, and for ever quit-claim unto T.M. of &c. (in his full, peaceable and quiet poſſeſſion, and ſeiſin being) and to his Heirs and Aſſigns for ever; all the eſtate, right, title, intereſt, uſe, claim and demand whatſoever, which I the ſaid E.F. now have, or had, or which my Heirs, Executors or Adminiſtrators, at any time hereafter ſhall or may have or claim, of, in, or to all the Meſſuage, Tenement or Farm, called &c. in the ſaid County of &c. or of, and into all and every, or any part or parcel thereof, by force and virtue of any Fine, or other aſſurance thereof, or any part thereof, acknowledged or made by the ſaid T.M. and G. his wife, to me the ſaid E.F. And I the ſaid E.F. do covenant and grant for me, my Heirs, Executors and Adminiſtrators, to and with the ſaid T.M. his Heirs, Executors and Aſſigns, that all Fines and other aſſurances whatſoever, heretofore acknowledged, or levied of the Premiſſes, or any part thereof, by the ſaid T. M. & G. his Wife, to me the ſaid E.F. ſhall be for ever hereafter, and ſhall inure to the uſe of the ſaid T.M. and of the Heirs and Aſſigns of the ſaid T. M. for ever: And I the ſaid E.F. and my Heirs, and all and ſingular the Premiſſes unto the ſaid T. M. and his Heirs, to the uſe aforeſaid, againſt me, my Heirs, &c. ſhall and will warrant and defend for ever, by theſe preſents. In witneſs whereof, &c.

A Revocation of uſes.

BE it known, &c. That J.T. of &c. do by this my preſent writing, ſealed with my ſeal, and ſubſcribed with my name, in the preſence of H.S. T.O. C.B. three credible witneſſes, whoſe names are ſubſcribed, revoke, determine and make void and fruſtrate, all and every the uſes and eſtates mentioned, raiſed, created, limited and made, in and by one Indenture of Leaſe, bearing

bearing date the &c. in the year of the Reign of &c. made between me the said T.C. of the one party, and J.B. of &c. of the other party, of and for the house and site, and all other the Lands, Tenements and Hereditaments, with their Appurtenances, in the said Indenture mentioned, and of and for every part and parcel thereof; And I do by these presents absolutely limit, determine and appoint, that all and singular the feoffees, parties and persons in the said Indenture mentioned, and their Heirs and Assigns, shall immediately, and from henceforth, stand and be seized of the Site, House, Messuages, Lands, Tenements and Hereditaments in the said Indenture mentioned, and of and in every part and parcel thereof, to the only use and behoof of me the said T.C. my Heirs and Assigns for ever, in a pure and absolute estate in Fee-simple, and to none other use, intent or purpose: In witness whereof, I the said T.C. have to this my present writing, put my hand and seal, and subscribed my name in the presence of the said H.S. T.O. C.B. three credible witnesses, whose names are likewise subscribed, the &c. in the year of the Reign, &c.

A Defeazance upon a Statute.

THis Indenture made the &c. Between J.J. of &c. of the one part, and W.G. of &c. of the other part, Witnesseth, That whereas the said W.G. by his Recognizance in the nature of a Statute-staple, bearing date with these presents, taken and acknowledged before Sir J.L. Knight and Baronet, Lord Chief Justice of his Majesties Court of *Kings-bench Westminster*, is and standeth bound unto the said J.J. in the sum of &c. payable, as in the said recited Recognizance of Statute-staple may appear: Nevertheless, the said J.L. is contented & pleased, and doth for himself, his Executors or Administrators, covenant, promise and agree, to and with the said W.G. his Heirs, Executors and Administrators by these presents, that if the said W.G. his Heirs, Executors, Administrators or Assigns, or any of them, do well and truly content and pay, or cause to be paid unto the said J.J. his Executors, Administrators or Assigns, the full sum of &c. on the &c. next ensuing the date of these presents, at or in the &c. That then the said recited Recognizance or Statute-staple of &c. shall be utterly void and of none effect, or else shall stand and abide in full force and virtue. In witness, &c.

A

A Defeasance upon a Judgment.

THis Indenture made &c. Between A.B. of &c. and W. C. of &c. Witnesseth; That whereas the said A. B. hath in Trinity term last, recovered against W.C. the sum of &c. besides cost of suit in his Majesties Court of *Common-Pleas* at *Westminster*, and thereupon had judgment against the said W.C. as by the record thereof remaining in his Majesties said Court, more at large it doth and may appear; Nevertheless, the said A.B. is contented and pleased, and doth covenant and grant by these presents for him, his Heirs, Executors and Administrators, to and with the said W.C. his Heirs, Executors and Administrators, That if the said W. C. his Heirs, Executors, Administrators or Assigns, do and shall well and truly pay, or cause to be paid to the said A. B. his Executors or Assigns, the full sum of &c. at or in the &c. That then and in the mean time he the said A.B. his Executors, Administrators or Assigns, shall not take out any Execution against the said W.C. his Goods, Chattels, Lands or Tenements; And that upon payment of the said sum of &c. at the day and place above-named for payment, the said A.B. his &c. at the request, costs and charges in the Law of the said W.C. his Executors, Administrators or Assigns, shall and will acknowledge upon Record, of and for the said Judgment, so as he the said W.C. do make unto the said A.B. his Executors and Administrators, good, lawful and sufficient releases of errors, and of all misprisions, defaults and imperfections, had, committed, omitted or perpetrated, in or about the said Judgment or Recovery, or any Entries, Pleas Pleadings, Process, Proceedings, or other matter touching or concerning the same. In witness, &c.

A Defeasance upon a Mortgage of Lands formerly forfeited.

THis Indenture made the &c. Between R. T. of &c. on the one part, and E.F. of &c. of the other part, Witnesseth, That whereas the said E.F. by his Indenture bearing date the &c. for the considerations therein mentioned, did give, grant, bargain, sell, and confirm unto the said R.T. his Heirs and Assigns, all that the Manor of &c. with the rights, members and appurtenances thereof, in the County of &c. and also divers other Lands, Tenements and Hereditaments, in the same Indenture specified, in which said Indenture there is contained a Condition or Proviso, to this effect following; That is to

say,

say, That if the said E.F. his Heirs, Executors or Assigns, or any of them, do truly pay or cause to be paid unto the said R.T. his Executors, Administrators or Assigns, the full sum of &c. at or in &c. that then, and from thenceforth, from and after such full payment, had and made in manner aforesaid, the said recited Indenture, and every the covenants, grants, articles and agreements therein contained, shall be utterly void and of none effect, as by the said Indenture, amongst divers Covenants, Grants, Articles and Agreements therein contained, may more at large appear. Which said sum of &c. was not paid at the day and place of payment before limited for the payment thereof, according to the tenor of the said Proviso or Condition. By reason whereof, the said Mannor, Lands, and other the Premisses in the said Indenture mentioned, are absolutely vested and setled in the said R.T. yet nevertheless the said R.T. is contented and pleased, and doth covenant and grant to and with &c. that if the said E.F. his Heirs, Executors, Administrators, &c. or any of them, do well and truly content and pay, or cause to be paid unto the said R.T. his Executors, Administrators or Assigns, the full sum of &c. on the &c. at or &c. That then (upon the said payment of the said sum of &c. in manner and form aforesaid) and from thenceforth the said recited Indenture of Bargain and Sale made of the said Mannor and other Premisses, shall be utterly void, and of none effect, the breach made in non-payment of the said sum of &c. in the proviso of the said Indenture mentioned, or any other grant or thing therein contained to the contrary thereof, in any wise notwithstanding. And that, also upon full payment of the said sum of &c. that at any time or times after, within the space of seven years then next following. He the said R.T. his Heirs and Assigns, shall and will, at the reasonable request, costs and charges in the Law of the said E.F. his Heirs and Assigns, grant, convey and assure unto the said E.F. for ever, the said Mannor of &c. with the Appurtenances, and all and singular other the Premisses, in and by the said recited Indenture granted as aforesaid, in such manner and form, as by the said E.F. his Heirs or Assigns, or his or their Council learned in the Law, shall be reasonably devised or required, so as in the said conveyance and assurance so to be made by the said R.T. his Heirs and Assigns, there be no further or other warranty, then only against him and his Heirs. And so as also the said R.T. his Heirs or Assigns, be not compelled to travel further then the City of *London* or *Westminster*, for the doing and executing of the same assurance. And also that he the said R.T. his Heirs, Executors or Assigns, shall and will deliver,

liver or cauſe to be delivered unto the ſaid E. F. his Heirs or Aſſigns, within ſix Months next after ſuch payment made, all and every the Deeds, Evidences and Writings which the ſaid R.T. hath, touching or concerning the premiſſes, ſafe, whole, uncancelled and undefaced. In witneſs, &c.

Another Defeazance upon a Statute.

THis Indenture made &c. between H. S. of &c. of the one party, and the Honourable T. Viſcount S. of the other party. Whereas the ſaid J.S. together with G. A. of &c. is and ſtandeth bound in and by four ſeveral Obligations, every of them bearing date &c. (reciting the bonds) as by the ſame four ſeveral Obligations, and every of them may more plainly appear. And whereas the ſaid T. S. by his Recognizance in the nature of a ſtatute-ſtaple, bearing date with theſe preſents (recite alſo the Recognizance) as by the ſame Recognizance or ſtatute-ſtaple, &c. which ſaid Recognizance or ſtatute-ſtaple of &c. is acknowledged and entred into by the ſaid T.S. for the better ſecuring of, as well the ſaid ſeveral ſums of money before mentioned, and every of them; as alſo ſuch other ſum or ſums of money, as ſhall hereafter grow due and payable for the forbearance and intereſt of the ſaid ſeveral ſums of money ſo already borrowed and lent, or hereafter to be borrowed or lent, unto, or for the ſaid T.S. and every or any of them. Now this Indenture witneſſeth, That the ſaid H.S. is contented and well pleaſed, and doth for himſelf, his Executors, and Adminiſtrators, covenant, promiſe and agree to and with the ſaid T. S. his Executors, Adminiſtrators and Aſſigns, by theſe preſents; That if the ſaid T.S. his Executors, Adminiſtrators & Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid, at or in &c. as well unto the ſeveral perſons before named, their Executors, Adminiſtrators and Aſſigns, all and every the ſaid ſum and ſums of money, reſpectively due, owing or payable unto them or any of them, as aforeſaid, at ſuch days or times as the ſaid ſum or ſums of money ſhall grow due or payable from time to time, or within the time and ſpace of three months next after requeſt made unto the ſaid T. S. his Heirs, Executors, Adminiſtrators or Aſſigns, for payment of the ſaid ſums of money, or any of them; as alſo all ſuch other ſum and ſums of money as the ſaid H.L. ſhall hereafter borrow for, or lend unto or for the ſaid T.S. at ſuch days or times as the ſaid ſum or ſums of money, or any of them ſo hereafter to be borrowed and lent, ſhall be due and payable; or within the

time

time and ſpace of three months next after requeſt made to him the ſaid T.S. his Heirs, Executors, Adminiſtrators and Aſſigns, for payment of ſuch ſum and ſums of money, ſo as aforeſaid borrowed: Together alſo with ſuch ſum and ſums of money as ſhall grow due for the intereſt and forbearance of the ſaid ſum or ſums of money ſo to be borrowed: That then &c. But if default be made in payment of the ſaid ſum or ſums of money, or any of them, contrary to the form aforeſaid; Then the ſame ſtatute to remain in full force and virtue. In witneſs, &c.

A Bill of Sale, with a Proviſo, that if the money with allowance be paid by a day, then to be void.

BE it known unto all men by theſe preſents, That I A.B. of &c. for and in conſideration of the ſum of 10 *l.* to me in hand paid at the enſealing and delivery of theſe preſents by C. D. of &c. Have bargained and ſold, and in plain and open Market, according to the Cuſtom of the City of *London*, Have delivered unto the ſaid C.D. theſe ſeveral parcels hereafter mentioned (*viz.*) &c. To have and to hold the ſaid ſeveral parcels, and every of them bargained and ſold as aforeſaid, unto the ſaid C.D. his Executors, Adminiſtrators and Aſſigns, to the only proper uſe and behoof of the ſaid C. D. his Executors, Adminiſtrators and Aſſigns for ever: Provided always, That if I the ſaid A.B. my Executors, Adminiſtrators or Aſſigns, do well and truly content or pay, or cauſe to be paid unto the ſaid C.D. his Executors, Adminiſtrators or Aſſigns, the full ſum of 10 *l.* 10 *s.* of &c. on &c. next enſuing the date hereof, at or in the &c. that then &c. And I the ſaid A.B. for my ſelf, my Executors, Adminiſtrators and Aſſigns, do covenant and grant to and with the ſaid C.D. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, That if default be made of or in payment of the ſaid ſum, or any part thereof, contrary to the form aforeſaid, That then I the ſaid A.B. my Executors and Adminiſtrators, and every of us, ſhall and will warrant and for ever defend the ſaid ſeveral parcels, and every of them, unto the ſaid C.D. his Executors and Aſſigns, againſt all men by theſe preſents. In witneſs, &c.

A Bargain and Sale of Houſhold-ſtuff.

BE it known unto all men by theſe preſents, That I T.N. of &c. for and in conſideration of the ſum of 25*l.* of &c. to me in hand paid at the enſealing and delivery of theſe preſents by A.R. of &c. whereof I acknowledge my ſelf fully ſatisfied and paid, and thereof, and of every part and parcel thereof, do clearly acquit, exonerate and diſcharge the ſaid A. his Executors, Adminiſtrators and Aſſigns, by theſe preſents have granted, bargained and ſold, and by theſe preſents, do fully, clearly and abſolutely grant, bargain, ſell and deliver unto the ſaid A. B. all ſuch goods and houſhold-ſtuff, and implements of houſhold, and all other things mentioned and contained in a Schedule hereunto annexed, now remaining and being in one Meſſuage, Houſe or Tenement, and the Garden and Yard thereunto belonging, called *Dalis*, ſituate, lying and being in *Hammerſmith*, in the County of *Middleſex*, and now in the tenure or occupation of the ſaid T.N. or of his Aſſigns. To have and to hold all and ſingular the ſaid goods, houſhold-ſtuff and implements of houſhold, and every of them, before by theſe preſents bargained and ſold, or mentioned to be bargained and ſold unto the ſaid A.R. his Executors, Adminiſtrators and Aſſigns forever, to do and diſpoſe of them, and every of them, at his and their will and pleaſure. And the ſaid T.N. for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid A. R. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, that he the ſaid T.N. his Executors, Adminiſtrators and Aſſigns, and every of them; all and ſingular the ſaid goods, utenſils, implements of houſhold and houſhold-ſtuff, before bargained and ſold, and every of them, unto the ſaid A.R. his Executors, Adminiſtrators and Aſſigns, againſt all and every other perſon and perſons whatſoever, ſhall warrant and for ever defend by theſe preſents. In witneſs, &c.

A Bargain and Sale of Leaſes and Goods, on condition to pay Debts and Legacies.

BE it known unto all men by theſe preſents, That I A. T. of &c. have given, granted, bargained, ſold, and by this my preſent Deed do give, grant, bargain and ſell unto R. T. my Son, all my Leaſes, or Lands held by Leaſe for years, and all my Goods and Chattels, both real and perſonal, both moveable and unmoveable, quick and dead, of what kind ſoever they

they be of, and in whose hands, custody or possession soever they be; To have and to hold to the said R. and his Assigns for ever, to his and their own proper use and behoof for evermore, upon condition following, (that is to say) that the said R. shall well and truly content and pay, or cause to be contented and paid all my debts whatsoever, and also shall pay and perform, or cause to be performed and paid all my Gifts and Legacies, which I the said A.T. shall ordain and appoint by my last Will and Testament. In witness, &c.

The Form of an Award.

TO all Christian People to whom this present Writing of Award indented shall come, G.M. of &c. sendeth greeting in our Lord God everlasting. Whereas divers questions, controversies and suits, have been had, moved and depending between J.P. of &c of the one party, and R. H. of &c. of the other party; as well for and concerning the interest and profits of the Rectory and Parsonage of &c. as also for other causes and actions, for the appeasing whereof either of the said parties have elected and chosen me the said G.M. to be Arbitrator indifferently between them and to that end have bound themselves, either to other by Obligation, in the sum of 100 *l.* to stand to, and abide the Award, Arbitrement and Judgment of me the said G.M. touching the Premisses. Now know ye, That I the said G.M. taking upon me the charge of the said Award, and minding that a final end & agreement shall be had and continued from henceforth between the said parties touching the Premisses, do make and declare this my Award in manner and form following: That is to say; First, I award, &c.

A Protection in a time of Parliament.

FOrasmuch as I have special occasions to imploy the Bearer hereof, A.B. my Servant, in and about my service and occasions, during this present Session of Parliament: These are therefore to will and require you to forbear to arrest, attach or imprison him the said A.B. but to permit and suffer him peaceably and quietly to go about his business, at his will and pleasure, during all this present time of Parliament, without any your suit, arrest or disturbance, as you will answer the contrary at your peril. Given under my hand and seal the &c.

A

A Surrender of Copy-hold Land, by way of Mortgage.

Memorandum, That the day and year above-written E. L. of &c. did out of Court by the hand of R.G. & J.F. two of the customary Tenants, of the said Mannor, Surrender by the Rod into the hands of the Lord of the said Mannor, two parcels of Land, with the Appurtenances, containing by estimation seven Acres or thereabouts, one parcel whereof lieth in *Hammersmith*, within the aforesaid Parishes of &c. Between the Lands of G.L. & R.M. Esq; on the East; and the Lands of G. M. Gentleman, on the West; the Common Sewer on the North; and the Lands of W.H. on the South; and the other parcel of Land, containing by estimation four Acres, being in &c. between the Land of the Bishop of &c. on the West; the Glebe-lands belonging to the Parsonage of &c. on the East; the Lands of &c. on the North; and the Lands of the said E. P. on the South; To the only use and behoof of J.P. his Heirs and Assigns for ever. To have and to hold the said parcels of Land, and every of them, with their and every of their Appurtenances unto the said J. P. his Heirs and Assigns for ever, according to the custom of the said Mannor. Provided always nevertheless, and upon this condition, That if the said E. L. his Heirs or Assigns, do well and truly content and pay, or cause to be paid unto the said J.P. his Executors, Administrators or Assigns, the full sum of one hundred thirty and four pounds of lawful money of *England*, on the &c. next ensuing the date within-written, at or in &c. That then this present surrender to be void and of none effect, or else to stand and abide in full force and virtue.

An Assignment of a Judgment.

TO all &c. A.C. of &c. sendeth greeting. Whereas T. W. of &c. and H.F. of &c. by their Obligation bearing date &c. in the tenth year of the Reign of our Sovereign Lord *Charles*, &c. are and stand joyntly and severally bound unto the said A. C. in the sum of &c. with condition of payment of &c. on the &c. then next following at &c. as by the same Obligation may appear, which sum of &c. was not paid at the day and place before expressed for the payment thereof, whereby the said Obligation became forfeited: hithence which time the said A. C. hath commenced her action of debt upon the said recited Obligation, in his Majesties Court of Kings-bench at *Westminster*, and hath thereupon recovered

and obtained a Judgment of 200 *l.* and 25 *s.* costs of suit, against the said T.W. in *Hilary* term last past, before the date of these presents. Now know all men by these presents, that she the said A.C. for divers good causes and considerations her thereunto moving, hath constituted and appointed her well-beloved friend T.R. of &c. her true and lawful Attorney for her; and in her name to demand, ask, levy, recover, receive and take of the said T.W. his Heirs, Executors, Administrators and Assigns, the said sum of 200 *l.* and 25 *l.* costs of suit, and for default of payment thereof, or of any part thereof, to sue forth one or more Writ or Writs of Execution, or other lawful process whatsoever, and further do, and use all other lawful ways and means for the recovery thereof, as by the said Attorney or his Council learned in the Law, shall be reasonably devised, advised or required, and the said sum and sums of money so to be had and received upon the said Judgment, or upon any Execution thereon to be prosecuted and taken out, to detain and keep to the only use and behoof of the said T. R. his Executors, Administrators and Assigns; without any accompt thereof or therefore to be rendred to her the said A. C. and the said A.C. doth hereby covenant, promise, grant and agree, to and with the said T.R. her said Attorney, that at the ensealing and delivery of these presents, the said Judgment is and remaineth, unpaid and unsatisfied, and that she the said A.C. nor her Executors, Administrators or Assigns, nor any of them, shall or will at any time hereafter, release, discharge, or otherwise do or suffer to be done, any act or thing whatsoever, to discharge or impeach the validity of the said Judgments, without the consent and agreement of the said T.E. in writing under his hand and seal first had and obtained; Nor shall revoke or countermand the authority and power to him by these presents given and granted; she the said A. C. hereby ratifying and approving all and every lawful act and acts, and other proceedings whatsoever, which her said Attorney shall prosecute, commence or sue forth, for, upon or by reason of the said Judgment, so always that he the said T.R. do and shall at all times hereafter, and from time to time, pay and bear all such sum and sums of money, costs and charges of suit, as the said A.C. or her Executors, Administrators or Assigns, shall be compelled to disburse for or concerning the premises; and do and shall also save, defend and keep harmless and indempnified her the said A.C. her Executors and Administrators, and her and their Lands, Tenements, Goods, Chattels and Hereditaments whatsoever, of and from all and all manner of costs, charges, suits, troubles and detriments whatsoever, that shall or may

happen

happen or come against her the said A. C. her Executors and Administrators, for or by reason of the said judgment, or any execution thereof had, or taken. In witness, &c.

A Letter of Attorney of a Bond.

TO all Christian People, &c. I W.M. of &c. send greeting, Whereas R.B. of &c. and J. B. of &c. by their obligation bearing date &c. now last past, are and stand bound unto me the said W.M. in the sum of &c. with condition for the payment of &c. on the &c. now next following, as by the same Obligation may appear. Now know ye that I the said W. M. have hereby made, ordained, constituted and appointed my beloved Friend H.B. of &c to be my lawful Attorney and Assignee for me, and in my name to demand and receive the sum of &c. at the day of &c. if the same shall be then paid; And if the same shall not be then paid, then to sue for and recover the said sum of &c. being the penalty of the said Bond, and I the said W M. shall and will allow and maintain all and every action, plea and process which he the said W.B. shall in my name bring or sue for the obtaining, and recovery thereof. In witness, &c.

An Assignment of a Statute.

THis Indenture made &c. between J. J. of &c. on the one part; and T. W. of &c. on the other part, Whereas T.M. of &c. by his Recognizance in the nature of a Statute-staple, bearing date &c. in the 23 year of &c. taken and acknowledged before Sir J.K. Knight and Baronet, Lord Chief Justice of his Majesties Court of Kings-bench, is and standeth bound unto the said J. J. in the sum of 800 *l.* of &c. with Defeazance thereupon made; That if the said T.M his Heirs, Executors, Administrators or Assigns, do pay or cause to be paid to the said J. J. his &c. the sum of fourty pounds of &c. on the &c. then next ensuing the date of the said afore-cited Recognizance or &c. that then the said afore-cited Recognizance should be void, or else to remain in full force and virtue, as in and by the said recited Recognizance, with Defeazance thereupon made, whereunto relation being had, more at large appears, which said sum of 400 *l.* or any part thereof, was not paid at the day & place for payment thereof, by reason thereof, the said recited recognizance or Statute-staple of 800 *l.* became forfeited. Now this Indenture witnesseth, That the said

J. J. for divers good causes and considerations him thereunto especially moving, hath granted, assigned and set over unto the said T. W. his Executors, Administrators, &c. as well as the said recited Recognizance or Statute-staple of 800 *l.* therein mentioned, as also all the estate, right, title, interest, claim and demand whatsoever, of him the said J. J. in and to the Premisses, and the said J. J. doth by these presents give and grant unto the said T. W. his Executors, Administrators and Assigns, full power and authority for and in the name of him the said J. J. his Heirs, Executors and Administrators; but to and for the only use and behoof of the said J. W. his Executors, Administrators and Assigns, to demand, ask and receive of the said T. M. his Heirs, Executors and Administrators, the said sum of &c. mentioned, and due in and by the said recited Recognizance or Statute-staple: And if upon demand the said sum of 800 *l.* be not paid, that then the Statute-staple to prosecute, and sue forth several Writs of Extent, and *liberate* upon the said Statute, out of the High-Court of Chancery, according to course, as in such case is used, and to use all and every other lawful ways and means for the recovery thereof, as he the said T. W. his &c. shall think fit and convenient: And the same so recovered and received, to detain and keep to and for the only use and behoof of the said T. W. his Executors, Administrators and Assigns. And upon receipt thereof, or any other satisfaction or composition therefore to be had, made or given unto the said T. W. his Executors, Administrators or Assigns, by the said T. M. his Heirs, Executors or Assigns, to acquit, release and discharge the said T. M. his Heirs, Executors and Administrators, and every of them, of, for, from and concerning the said recited Recognizance and Statute-staple, and of and from the sum of money therein expressed. And the said J. J. shall and will ratifie, allow and maintain all and whatsoever lawful act and acts, thing and things the said T. W. his Executors, Administrators or Assigns, shall do or cause to be done in or about the Premisses, by these presents granted; And the said J. J. doth for himself, his Executors and Administrators, covenant, promise and grant to and with the said T. W. his Executors Administrators and Assigns, by these presents in manner and form following, that is to say, that neither he the said J. J. his Executors, Administrators or Assigns, nor any of them have, or at any time heretofore hath released, acquitted or discharged the said recited Recognizance or Statute-staple, and sum of 800 *l.* therein mentioned, or either of them, nor shall nor will, at any time or times hereafter, release, acquit or discharge the

the ſaid recited Recognizance or Statute-ſtaple, or ſum of money therein contained, or any ſuit, writ, plea, proceſs or action, which he the ſaid T.W. his Executors, Adminiſtrators or Aſſigns, ſhall ſue, proſecute or commence, upon or by reaſon of the ſaid recited Recognizance or Statute-ſtaple, in the name or names of the ſaid J.J. his Executors or Adminiſtrators, without the ſpecial conſent or agreement of the ſaid T.W. his Executors, Adminiſtrators or Aſſigns, firſt had and obtained in writing, under his or their hands and ſeals. And alſo that he the ſaid J.J. his Executors and Adminiſtrators ſhall and will at any time or times hereafter, at the reaſonable requeſt, coſt and charges of the ſaid T.W. his Executors, Adminiſtrators or Aſſigns, make or cauſe to be made unto the ſaid T.W. his Executors, Adminiſtrators or Aſſigns, all and every ſuch further and other lawful act and acts, thing and things, device and devices, aſſurance and aſſurances in the Law whatſoever, for the further, better, and more perfect aſſuring and aſſigning of the ſaid recited Recognizance or Statute-ſtaple, and ſum of money therein contained, or any extent or benefit thereupon, or any power or authority thereby given or granted unto the ſaid T.W. his Executors, Adminiſtrators or Aſſigns; As by the ſaid T.W. his Executors, Adminiſtrators or Aſſigns, or his or their Council learned in the Law, ſhall be reaſonably deviſed, adviſed or required. In witneſs, &c.

An Aſſignment of an Annuity.

TO all Chriſtian People. &c. T.D. of &c. ſendeth greeting &c. Whereas T.D. of &c. late Uncle of the ſaid T.D. party to theſe preſents, in and by one Indenture bearing date the &c. and in the &c. made between the ſaid T.D. Uncle to the &c. of the one part, and B.E. & G.C. of &c. of the other part, purporting certain uſes, as in the ſame Indenture is limited and expreſſed, Did give and grant unto the ſaid T.D. party to theſe preſents, one annuity or yearly payment of 10 *l.* of &c. *per annum*, for and during the natural life of the ſaid T. D. party to theſe preſents, to begin to be paid yearly to the ſaid T.D. party to theſe preſents, from and after the deceaſe of A.D. late Wife of the ſaid T.D. the Uncle, as by the ſaid Indenture, among divers other things therein contained, more at large appears, Now know ye, that the ſaid T.D. party to theſe preſents, for and in conſideration of the ſum of &c. to him in hand at and before the enſealing and delivery of theſe preſents by W.P. of &c. well and truly paid, whereof and wherewith the ſaid T.D. party to theſe preſents, acknowledgeth himſelf fully ſatisfied, content-

ed and paid by these presents, and for divers other, &c. Hath given, granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely give, grant, bargain, sell, assign and set over unto the said W.P. his Executors, Administrators and Assigns, as well the said annuity or yearly payment of &c. as also all the estate, right, title, interest, property, claim and demand, which the said T.D. party to these presents, hath or may, can, might, should or ought to have, of, in or to the same, by force and virtue of the said Indenture of uses, or any thing therein contained, or otherwise. And the said T.D. party to these presents, for him, his Executors and Administrators, doth covenant, promise and grant to and with the said W.P. his Executors, Administrators & Assigns by these presents, in manner and form following: That is to say, that he the said T.D. party to these presents, now hath lawful authority to give, grant, bargain and sell the said Annuity in manner and form aforesaid: And that heretofore neither he, nor any other by his appointment, or with his consent, hath made any former bargain, sale, gift, grant, assignment, surrender, extinguishment, charge or incumbrance of the said annuity or yearly payment of &c. or of any part thereof, Nor that he the said T. D. party to these presents, nor any other by or from him, or with his consent, have or hath done, nor hereafter at any time shall do, commit or suffer to be done, any act, deed or thing whatsoever, whereby the said W.P. his Executors, Administrators or Assigns, shall or may be hindred or letted of, or in the having, receiving and enjoying of the said annuity or yearly rent, or any part thereof, And that the said W.P. his Executors, Administrators, Assigns, shall and may from time to time, and at all times [illegible] and after the decease of the said A.D. for and during the natural life of the said T. D. party to these presents, lawfully, peaceably and quietly have, hold, use and possess, occupy and enjoy the said annuity or yearly rent of &c. and every part and parcel thereof, To the only proper use and behoof of the said W. P. his Executors, Administrators and Assigns for ever, without the let, trouble, molestation, interruption or disturbance of him the said T.D. party to these presents, or any other person or persons, by his means, title or procurement. And further, that the said T. D. party to these presents, shall and will from time to time, and at all times hereafter, at the reasonable request, costs and charges in the Law of the said W.P. his Executors, Administrators and Assigns, do or cause, procure or suffer to be done, all such further act and acts, thing and things, for the further assuring of the premisses to the said W.P. his Executors, Administrators and

Assigns,

Assigns for and during the natural life of the said T.D. party to these presents, after the death of the said A.D. as by the said W. P. his Executors or Assigns, or by his or their Council learned in the Law, shall be reasonably devised, advised or required. In witness, &c.

An Assignment of a Lease.

THis Indenture made &c. betweeen H. S. of &c. of the one part, and R. L. of &c. of the other part; Whereas J. H. of &c. by his Indenture of Lease bearing date the &c. for the consideration therein expressed, did demise, grant, set and to farm-let unto the said H. S. all that Messuage or Tenement, called or known by the name of &c. situate, lying and being in *Fleet-street, London*, and then in the tenure or occupation of the said J. H. together with all water-courses, lights, ways, easements, commodities and appurtenances whatsoever, to the said Messuage or Tenement, and all & singular other the premisses thereby granted, or any of them then made or belonging. To have and to hold the said Messuage or Tenement, and all and singular other the before mentioned premisses, with their and every of their appurtenances, unto the said H. S. his Executors, Administrators and Assigns, from the Feast-day of &c. last past, before the date of the same Indenture, unto the full end and term of 21 years from thenceforth next ensuing, and fully to be compleat and ended; Yielding and paying therefore yearly, during the said term of 21 years, the yearly rent of &c. at the four usual Feasts or Terms in the year, that is to say, at the &c. or within ten days next ensuing any of the said Feasts, by even and equal portions, as in and by the said Indenture of Lease, among divers Covenants, Grants, Articles, Clauses and Agreements therein contained, whereunto relation being had, more fully and at large appears. Now this Indenture witnesseth, That the said H. S. for and in consideration of the sum of &c. to him in hand, at and before the ensealing and delivery of these presents by the said R. L. well and truly paid, whereof and wherewith he acknowledgeth himself fully satisfied and paid; and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said R. L. his Executors, Administrators and Assigns, for ever, by these presents. Hath granted, bargained, sold, assigned and set over, and by these presents doth grant, &c. unto the said R. L. all the estate, right, title, interest, term of years yet to come and unexpired, property, claim and demand whatsoever, which he the said H. S. now hath, or may, might or ought to have or claim of, in or to the before mentioned premisses, and every or any

part or parcel thereof, with the Appurtenances, by force and virtue of the said Indenture of Lease, or any thing therein contained, or otherwise howsoever, Together with the said Indenture of Lease, To have and to hold as well the said premisses before mentioned to be demised, in and by the said Indenture of Lease, as also all the estate, right, title, interest, use, possession, claim and demand whatsoever of him the said H. S. of, in and to the Premisses, unto him the said R. L. his Executors, Administrators and Assigns, from the day of the making hereof, for and during all the residue and number of years yet to come and unexpired of the said term of &c. in and by the said Indenture of Lease granted in such like, and in as large and ample manner and form, to all intents and purposes, as the said H.S. now hath, or enjoyeth, or may, might or ought to have and enjoy the premisses, by force, virtue and means of the said Indenture of Lease, or any thing therein contained, or otherwise howsoever; Together with the said Indenture of Lease, as aforesaid. And the said H.S. for himself, his Executors and Administrators, doth covenant, promise and grant to and with the said R.L. his Executors, Administrators and Assigns by these presents, That the said R.L. his Executors, Administrators and Assigns, shall and may lawfully, peaceably and quietly have, hold, possess and enjoy the before mentioned premisses, and every part thereof, with the Appurtenances, for and during the residue and number of years yet to come and unexpired, of the said term of &c. in and by the said Indenture of Lease granted, without any lawful let, suit, trouble, denial or interruption of him the said H. S. his Executors, Administrators or Assigns, and that freely and clearly acquitted and discharged, or otherwise well and sufficiently save & keep harmless, of and from all other gifts, grants, bargains, sales, leases, rents, arrerages of rents, forfeitures, re-entries, cause and causes of re-entries, troubles and incumbrances whatsoever, had, made, committed or done by the said H.S. his Executors, Administrators, &c. the Rents and Covenants in and by the said recited Indenture of Lease reserved, which on the Tenants or Lessees part and behalf of the same premisses from henceforth are or ought to be paid, performed and done (only excepted and fore-prized) of which said rents and covenants, the said R. L. for himself, his Executors and Administrators, doth covenant, promise and grant to and with the said H.S. his Executors, Administrators and Assigns, by these presents, clearly to acquit and discharge, or otherwise from time to time, and at all times hereafter from henceforth, well and sufficiently save and keep harmless and indempnified

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the said H. S. his executors, administrators and assigns, and every of them by these presents. In witness &c.

A Preamble of a Will.

IN the Name of God *Amen*. The 16 day of *October*, 1647. in the 23 year of &c. I G. H. of &c. being sick and weak in Body, but of sound and perfect Memory, (praise be given to God for the same) and knowing the uncertainty of this life on earth, and being desirous to settle things in order, do make this my last Will and Testament, in manner and form following: That is to say, First and principally I commend my Soul to Almighty God my Creator, assuredly believing that I shall receive full pardon and free remission of all my sins, and be saved by the precious death and merits of my blessed Saviour and Redeemer Christ Jesus, and my Body to the earth, from whence it was taken, to be buried in such decent and Christian manner as to my Executors hereafter named shall be thought meet and convenient. And as touching such worldly Estate as the Lord in mercy hath lent me, my Will and meaning is, the same shall be imployed and bestowed as hereafter by this my Will is expressed. And first, I do revoke, renounce, frustrate and make void all Wills by me formerly made, and declare & appoint this my last Will and Testament. *Item*, I give & bequeath, &c.

A Condition to pay money at the day of Marriage, or day of Death.

THE Condition of this Obligation is such, That if the within-bounden A. B. his Executors, Administrators and Assigns, do well and truly pay, or cause to be paid unto the within-named C. D. his Executors, Administrators or Assigns, at or in the &c. the sum of &c. within six Months next after the Solemnization of the Marriage of the above-said A. B. or the day of death and decease of B. C. of &c. Gentleman, which shall first happen, after the date within-written, without fraud or coven: That then, &c.

A Condition to deliver Hay and Oats by a day, &c.

THE Condition &c. That if the within-bounden J. A. his executors, administrators or assigns, do and shall well and truly deliver, or cause to be delivered unto the within-named T. J. his executors, administrators or assigns, at &c. five Cart-loads of good, sweet, well-made and well-dried Hay,

Hay, every load containing &c. and 20 quarters of found, wholesome and sweet Oats, good and Merchantable Ware, every quarter to contain &c. between the feast-day of St. *John* the Baptist, and St. *James* the Apostle, next ensuing the day within-written, frank and free, without any thing therefore to be paid, without fraud or coven: That then &c.

A Condition for performance of Covenants.

THE Condition &c. That if the within-bound L.R. his Executors, Administrators and Assigns, and every of them, do and shall at all times hereafter, and from time to time, well and truly observe, perform, fulfil, pay, do and keep, all and every the Covenants, Grants, Articles, Clauses, Provisoes, Payments and Agreements, which on his or their parts and behalfs are and ought to be observed, performed, and fulfilled, paid, done and kept, specified and comprized in a certain pair of Indentures of Lease, bearing date within-written, made between the within-named L. R. on the one part, and N. G. on the other part, and that in and by all things, according to the true intent and meaning of the same Indenture; That then &c.

A Condition for the Truth of an Apprentice.

THE Condition &c. That whereas J. R. son of the within-bound E. R. by his Indenture of Apprenticeship bearing date &c. last past, before the date within written, hath put himself Apprentice unto the within-named H. S. with him to dwell after the manner of an Apprentice, from the &c. next ensuing the date within-written, for and during the term of &c. years from thence next ensuing, and fully to be compleat and ended, as by the same Indenture may appear. If therefore the said J. shall well and truly serve and dwell with the said H. during all the said term of &c. years: And if at any time or times hereafter, during the said term of &c. the said J. shall by negligence or otherwise, consume, imbezzle, waste, lose, mispend, or unlawfully make away any of the moneys, plate, goods, chattels, wares or merchandizes of the said H. S. his Master, or any other person or persons whatsoever, which shall be comitted to his charge and custody, then and so often, if the said E. R. his Executors, Administrators or Assigns, or any of them, shall within three months next after lawful proof thereof made, either by confession of the said J. R. or otherwise howsoever, and notice thereof given, either by writing or otherwise, unto the said E. R. his Executors, Administrators or Assigns, make sufficien-

and recompence, satisfaction and payment unto the said H. S. his Executors, Administrators, and Assigns, of and for all such money, plate, goods, chattels, wares, merchandizes, as shall be so duly proved, as aforesaid, to be by the said J. consumed, imbezzled, wasted, lost, mispent, or unlawfully made away. That then, &c.

A Condition to abide the Award of Arbitrators, if they make an Arbitrement; and if not, then to abide the Umpirage of an Umpire.

THE Condition &c. That if the within-bounden A. S. his Heirs, Executors and Administrators, and every of them, for his and their parts and behalfs in all things, do well and truly stand to, and abide, observe, perform, obey, fulfil and keep all and every the award, arbitrement, doom, determination, final end & judgment of Sir T. S. of &c. & H. S. of &c. Arbitrators indifferently nominated, elected and chosen, as well on the part and behalf of the within-bound A. S. as on the part and behalf of the within-named F. F. to award, arbitrate, determine and judge of, for, upon or concerning, all and all manner of judgments, executions, actions, suits, cause and causes of action and suits, accompts, reckonings, sum and sums of money, trespasses strifes, variances, quarrels, controversies, judgments, executions and Demands whatsoever, had, made, moving or depending, or having being and beginning between the said parties at any time or times, before the day of the date of these presents. So always, that the said award, arbitrement, doom, determination and judgment of the said Arbitrators, of, for, or upon the premisses, be made or put in writing indented under their hands, and ready to be delivered to the said parties, or to such of them as shall come and require the same of the said Arbitrators, on this side or before the &c. and if the said Arbitrators shall make and put in writing indented no such award or arbitrement as aforesaid, for and upon the premisses, at or before the said day of &c. if then the said A. S. his Heirs, Executors & Administrators, & every of them, for his & their part and behalf, in all things do well and truly stand to, abide, obey, observe, perform, fulfil, pay & keep all & every the award, umpirage, arbitrement, determination, final end & judgment of Sir R. R. of &c. Umpire indifferently elected & chosen on the part & behalf of either of the said parties to award, arbitrate, determine, & finally to judge of, for, upon or concerning all & singular the aforesaid premisses; so always that the said award, umpirage, arbitrement, determination, final end & judgment of the said Umpire

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of, for, or concerning the same premisses, he had & put in writing indented under his hand and seal, at or in the &c. and ready to be delivered to the said parties, or to such of them as shall shall come & require the same of the said Umpire. That then &c.

A Condition that one shall not demise or alien, without consent.

THE Condition &c. That if neither the above-bound R.R. nor his Assigns, nor any of them, do or shall at any time hereafter, demise, grant, bargain, sell, or otherwise do away his or their estate, right, title, interest, claim and demand either in fee-simple, fee-tail, or otherwise, to any person or persons whatsoever, of, in or to that the Mannor of &c. in the County of &c. with the rights, members and appurtenances thereof, in the said &c. whatsoever, or of, in or to any part or parcel thereof, which he the said R.R. or his Heirs, have, hath or had, may, might, should or ought to have or claim, of, in or to the said Mannor, with the appurtenances, without the consent and agreement of the above-named T. J. his Heirs or Assigns, or some of them, to that effect first had and obtained in writing, under his, their, or some of their hands & seals: That then this &c.

A Condition to justifie all such actions as shall be commenced by reason of a Letter of Attorney.

THE Condition, &c. That whereas the within-bound J. E. by his Deed, or Letter of Attorney bearing date &c. hath made and constituted the within-named W.D. his true, lawful and sufficient Attorney, to ask, levy, recover and receive, for him, and in his name, to the onely proper use and behoof of the said W.D. his Executors and Administrators, 200*l.* of &c. wherein R. C. of &c. by his Obligation bearing date &c. is and standeth bound unto the said J. E. as by the same Letter of Attorney more at large it doth and may appear. If therefore the said J. E. his Executors and Administrators, and every of them, do at all times hereafter, and from time to time, ratifie, avow, justifie and maintain all and every such lawful action and actions, plaints, process, suits, judgments and executions, as the said W. D. his Executors, Administrators or Assigns, or such as the said W.D. his Executors, Administrators & Assigns, shall thereunto assign, name and appoint, shall attempt, commence and pursue in the name of the said J. E. his Executors or Administrators, against the said R. C. his Executors or Administrators, or any of them, upon or by reason of the said recited Obligation. And also that if neither the said J. E. his Executors or Administrators

niſtrators, or any of them, ſhall hereafter willingly do or procure to be done any manner of act or acts, thing or things, whereby the ſaid Debt of 200 *l.* or any part or parcel thereof, is or ſhall be releaſed, or in any wiſe diſcharged, or whereby, or by reaſon whereof, any action or actions, writ, plea, proceſs or execution to be had, attempted, brought or executed, for, touching or concerning the ſuing for, or recovery of the ſaid ſum of 200 *l.* ſhall be any ways impeached, abated, with-drawn, delayed or hindred, except it be by and with the conſent of the ſaid W. D. his Executors or Adminiſtrators, under his or their hands and ſeals firſt had and obtained in writing: That then, &c.

A Condition for payment of money yearly, with a clauſe to find new Sureties, upon death of any of the former.

THE Condition &c. That if the within-bound R.D. W.D. and R.B. or any of them, their or any of their Executors, Adminiſtrators or Aſſigns, do well and truly pay, or cauſe to be paid unto the within-named J. A. his Executors or Aſſigns, yearly from henceforth, for and during the term of 21 years, the yearly ſum of &c. at or in &c. at the four uſual feaſts or terms in the year; that is to ſay, at the feaſt of &c. or within 20 days next after every of the ſaid feaſts, by even and equal portions to be paid. And if it ſhall happen the ſaid R.D. W.D. or R.B. or either of them, to die or depart his or their natural life or lives before the ſaid term of 21 years ſhall be fully ended, next after the date within-written: If then the ſaid R.D. his Executors or Adminiſtrators, do within three months next after requeſt in that behalf to him or them to be made, by the ſaid J. A. his Executors, Adminiſtrators or Aſſigns, procure & cauſe ſuch other ſufficient & able perſon or perſons to become bound, and enter into Bond unto the ſaid J.A. his Executors, Adminiſtrators or Aſſigns, by obligation in due form to be made for the ſame payment of the ſaid yearly ſum of &c. for and during ſo many years as ſhall be then to come and unexpired of the ſaid term of 21 years, & with the like clauſe for putting in other new Sureties, as herein is expreſſed, as ſhall be of ſufficient ability to anſwer and pay the ſum of money wherein he or they ſhall ſo ſtand bound, if the ſame ſhould be forfeited: That then &c.

A Condition to ſave harmleſs from Legacies.

THE Condition &c. That if the within-bound W.W. his heirs, executors and adminiſtrators, and every of them, do & ſhall from time to time, and at all times hereafter, clearly acquit, exone-

exonerate and discharge, or otherwise well and sufficiently save and keep harmless the within-named R.F. his heirs, executors and administrators, and every of them, and his and their goods, chattels, lands, tenements, possessions and hereditaments, and every of them, as well against the children of R.E. late of &c. deceased, their executors, administrators and assigns, and every of them, as also against all and every other person or persons whatsoever, of, for, from and concerning all and all manner of gifts, legacies, childrens portions, sum and sums of money, and bequests whatsoever, given and bequeathed unto them, and every or any of them, in and by the last Will and Testament of the said R.E. or otherwise, and of and from all actions, suits, costs, judgments, extents, executions and demands whatsoever, which shall or may at any time hereafter happen to arise, come or grow, to, for or against the said R.F. his executors, administrators and assigns, or any of them, upon or by reason of the same: That then, &c.

A Condition not to molest, sue, or trouble for any matter or cause before past.

THE Condition &c. That if neither the within-bound A.B. his Executors, Administrators or Assigns, or any other person or persons, for him or them, or in his or their name or names do not at any time or times hereafter, molest, sue, vex or trouble the within-named C.D. his Executors or Administrators, or any of them, by any manner of ways or means whatsoever, for, upon or by reason of any matter or cause whatsoever, had, made, moving or depending between the said parties, from the beginning of the world until the day of the date within-written That then, &c.

A Condition to seal a Counter-part of an Indenture by a day.

THE Condition &c. That if one A.B. of &c. shall on this side, and before the first of &c. seal and subscribe to the Counter-part of one Deed indented, bearing date &c. made between the within-named W.M. of the one part and the said A.B of the other part: and the same so sealed and subscribed, to deliver as his proper act and deed, to the only use and behoof of the said W.M. and also the said Counter-part of the said Deed indented, so sealed, subscribed and delivered by the said A.B. in manner and form aforesaid, do on this side and before the &c. then next ensuing, deliver or cause to be delivered unto the said W.M. his Heirs or Assigns, whole, uncancelled, and undefaced; as or, &c. That then &c.

A

A Condition for acknowledgment of a Fine.

THe Condition &c. That if the above-bounden G. S. and A. his Wife, do and ſhall at and before the &c. next enſuing the date within-written, at the coſts and charges in the Law of the within-named R. P. his Heirs or Aſſigns, before the Juſtices of the Court of Common-Pleas at *Weſtminſter*, acknowledge and levy one fine, *ſur conuſans de droit comme ceo vent de ils done*, &c. unto the ſaid R. P. his Heirs &c. with Proclamation, according to the Laws and Statutes of this Realm in that behalf provided, of all thoſe Meſſuages, Lands, Tenements and Hereditaments, with the appurtenances, lying and being in P. in the County of E. which by one Deed indented, bearing date with theſe preſents, are mentioned to be bargained and ſold by the ſaid G. S. to the ſaid R. P. his Heirs &c. and every part and parcel thereof, to the onely uſe and behoof of the ſaid R. P. and of his Heirs and Aſſigns for ever, according to the true intent and meaning of the ſame Deed, as by the ſaid R. P. his Heirs or Aſſigns, or by his or their Council learned in the Law ſhall be reaſonably deviſed and required: That then &c.

A Condition to deliver an Obligation by a day.

THe Condition &c. That whereas the within-named T. M. by his obligation bearing date &c. and ſtanderh bound unto the within-bounden P. F. in the ſum of 100 *l.* with Condition, &c. as by the ſame Obligation may appear. If therefore the ſaid P. F. his Executors, Adminiſtrators or Aſſigns, do or ſhall on or before the &c. next enſuing the date within-written, deliver or cauſe to be delivered unto the ſaid T. M. his executors, adminiſtrators or aſſigns, the ſaid recited Obligation cancelled or to be cancelled: That then, &c.

A Condition to pay money during life.

THe Condition &c. That if &c. W. W. his executors, adminiſtrators or aſſigns, or any of them, do or ſhall yearly, for and during the natural life of A. W. of &c. well and truly pay or cauſe to be paid unto the within-named W. M. his executors, adminiſtrators or aſſigns, for and towards the maintenance of the ſaid A. the ſum of &c. at or in &c. on four days in every year: That is to ſay, on the &c. by even and equal portions, the firſt payment thereof to be made and begin on the &c. next enſuing the date within-written, be the ſaid W. W. his executors, admi-

administrators or Assigns, to his and their use, a sufficient acquittance and discharge in writing under his hand and seal of the money so paid, and so from time to time received: That then this &c.

A Condition to assign over a Lease by a day.

THE Condition &c. That if &c. J.W. in consideration of 300*l.* to him in hand paid by the within-named P.C. do and shall on this side, and before &c. next ensuing the date within-written, at the costs and charges in the Law of the said P.C. his Executors, Administrators or Assigns, by good conveyance and assurance in the Law, grant, convey and assure unto such person and persons as the said P.C. shall nominate and appoint, as well one Indenture of Lease made by and from A.B. to the said J.W. bearing date &c. and all Lands, Tenements and Hereditaments therein and thereby demised and granted, as also all the estate, right, title, interest, rent, reversion, property, claim and demand whatsoever of him the said J.W. of, in or to the premisses, clearly discharged of all Incumbrances whatsoever, done or to be done, by the said J.W. or any by his means, consent or procurement, except one Lease heretofore made by the said J.W. to one T.T. of the premisses, whereupon the yearly rent of 100*l.* is reserved, which said yearly rent shall or may from henceforth be paid to the said P.C. or to such person or persons as he shall name or appoint during the continuance of the said Lease; and if the said J.W. do and shall permit and suffer the said P.C. and his Assigns, from time to time, and at all times hereafter, to have, receive and take the rents, issues and profits of the premisses, without the let or denial of the said J.W. or his Executors: That then &c.

A Condition for quiet enjoying of a Messuage.

THE Condition &c. That if the within-named J.M. his Heirs and Assigns, and every of them, shall and may for ever from henceforth peaceably and quietly have, hold, use, occupy, possess and enjoy all that Messuage or Tenements & Lands situate, lying and being in &c. and every part and parcel thereof, mentioned to be bargained and sold by the within-bound R.W. to the said J.M. in and by a certain Indenture of bargain and sale, bearing date the day of the date within-written, made between the within-bound R.W. and A. his Wife, on the one part; and the above-named J.M. on the other part, clearly discharged, or otherwise sufficiently saved and kept harmless, of and

and from all and all manner of eſtates, titles, troubles, charges, and incumbrances whatſoever, or any time heretofore had, made, committed, permitted, ſuffered or done by the ſaid R. W. & A. his Wife, or either of them, or by his or their means or procurement, That then, &c.

A Condition not to do any act to prejudice the Eſtate of the Obligee in a Leaſe, &c.

THE Condition &c. That if the within-bound R.R. hath not done, nor that he, his Executors or Adminiſtrators, at any time hereafter, ſhall wittingly or willingly do or aſſent unto any manner of act or acts, device or devices whereby or by reaſon whereof the intereſt, eſtate and term of years, which the within-named H.B. hath of, in or to any the Meſſuages, Lands, Grounds, Tenements or Hereditaments, called &c. or any part or parcel thereof, is; or ſhall be alienated, bargained, ſold, aſſigned, determined, avoided or incumbred, or whereby one Obligation or Deed Obligatory, bearing date the &c. laſt paſt before the date within-written, is or ſhall be diſcharged, releaſed and made void, or loſe any manner of force or ſtrength, except it be by and with the aſſent, conſent and agreement of the within-named H.B. his Executors, &c. wherein one R.A. Citizen &c. ſtandeth bound to the ſaid R.R. in the ſum of &c. with a certain condition thereupon endorſed, touching the Meſſuages, Lands and Tenements called &c. as by the ſame may appear: That then, &c.

A Condition to pay Rent during a Leaſe parol, and at the end to depart, leaving the Goods and Houſhold-ſtuff mentioned, &c.

THE Condition &c. That whereas the above-named T. L. hath by Leaſe parol, ſet and to farm-let to the above-bound T.D. all that capital Meſſuage, &c. for the term of &c. to be reckoned and accounted from the &c. at and for the yearly rent of &c. of lawful &c. payable in form following: That is to ſay, on the &c. If therefore the ſaid T. D. his Executors, Adminiſtrators, Under-tenants or Aſſigns, or any of them do well and truly pay, or cauſe to be paid unto the ſaid T.L. his Executors, Adminiſtrators or Aſſigns, the ſaid yearly rent or ſum of &c. in manner and form, as is before expreſſed. And alſo if the ſaid T.D. his Executors, Adminiſtrators, Under-tenants and Aſſigns, do at the end and expiration of the ſaid term of &c. to be reckoned as aforeſaid, depart out of the ſaid houſe, and leave the poſſeſſion thereof & other the premiſſes, & leave behind him all ſuch locks, keys, bolts, hinges, doors, eaſements, glaſs, glaſs-windows

wainſcot, dreſſers, ſhelves, and other things as now do belong or appertain to the ſaid Meſſuage, &c. or which at any time hereafter, during the ſaid term, ſhall be ſet up, placed, made or provided in or about the ſame premiſſes, at the coſts and charges of the ſaid T.D. unto the ſaid T.L. his Executors, Adminiſtrators or Aſſigns, that then, &c. But if the default be made in payment of the ſaid rent of &c. in the manner and form above declared, or if the ſaid T. D. his Executors or Aſſigns, ſhall not perform the other Clauſes and Agreements herein contained, without fraud or coven: That then, &c.

A Condition that he ſhall enjoy quietly the aforeſaid Meſſuage without interruption of any, during the ſaid Leaſe parol.

THE Condition &c. That whereas the above-bound T.L. hath the day of the date above-written by Leaſe parol, demiſed and to farm-letten unto the above-named T.D. all that Capital Meſſuage, &c. for term of &c. to be accounted from the &c. and for the yearly rent of &c. And whereas the ſaid T. D. by his Obligation bearing date the day of &c. with condition thereunder written for payment of the ſaid rent or ſum of &c. and performing other clauſes and things in ſuch manner and form, as in the ſaid Condition is mentioned, as in and by the Obligation and Condition before-mentioned may more at large appear. If therefore the ſaid T.D. his Executors, Adminiſtrators, undertenants and Aſſigns, and every of them, ſhall or may from time to time, and at all times during the ſaid term of &c. lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy all that the ſaid capital Meſſuage, &c. and Appurtenances thereunto belonging, in as full, large and ample manner, as he the ſaid T.L. had, uſed or enjoyed the ſaid premiſſes, without any lawful let, ſuit, trouble, interruption or diſturbance of the ſaid T.L. his Executors, &c. or of any other perſon or perſons by his or their means, act, conſent, title, intereſt, privity or procurement, That then, &c.

A Condition where money is given by a will to a Wife and her Children, and the money being paid by the Executor to the Huſband of the Wife, to be imployed for their benefits, the Huſband is bound to imploy it well, or to repay it, &c.

THE Condition, &c. That whereas T.H. of &c. Gentleman, deceaſed, did by his laſt Will and Teſtament in writing, give and bequeath unto M. one of the daughters of E. H. and now the wife of the above-bound J.S. the ſum of &c. and the ſum of &c. to the four Children of them the ſaid J. & M. which ſaid

ſaid ſum of &c. together with the ſaid ſum of &c. more, the above-named H.H. & W.H. have at and before the enſealing and delivery of this preſent Obligation, paid and delivered unto the ſaid J. S. to be by him employed in ſtock, for the benefit and advantage of the ſaid M. and the ſaid four Children. If therefore the ſaid J.S. do and ſhall from time to time, and at all times hereafter, uſe his beſt ſkill and endeavour to manage and imploy the ſaid &c. in a ſtock for the beſt benefit and advantage of the ſaid M. and her ſaid four Children. And if the ſaid J S. do not, nor ſhall not imploy the ſaid &c. in good manner as the ſame ought to be, according to the true intent and meaning hereof; Then if the ſaid J. S. do within ſix months next after requeſt to him made in that behalf by the ſaid H.H. & W.H. or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, for the uſe and behoof of the ſaid M. and her ſaid four Children, pay unto the &c. the full ſum of &c. or the full worth or value thereof, in good and valuable goods and chattels, without fraud or coven; That then, &c.

A Condition to ſave harmleſs an Executor, he not meddling with the Executorſhip.

THE Condition &c. That whereas W. H. late of &c. by his laſt Will and Teſtament in Writing, did nominate and appoint the within-named J.L. and others, Executors of his ſaid Will; ſince which time the ſaid J. L. is become ſole Executor of the ſaid Will. And whereas the ſaid J.L. hath not at any time or times intermedled with, had, taken or received any of the debts, goods, houſhold-ſtuff, plate, chattels or hereditaments, of or belonging to the ſaid W.H. but that the ſame have been equally divided and diſtributed to and amongſt the &c. part and part alike. And foraſmuch as the &c. did of their own accord ſatisfie and pay ſuch Debts, Duties and Legacies, as the ſaid W.H. did owe, give and bequeath, and had and received the acquittances for the ſame, without the conſent of the ſaid J.L. If therefore the ſaid &c. and every or any of them, their executors, adminiſtrators & aſſigns, and every or any of them, do and ſhall from time to time, and at all and every time and times hereafter, freely and clearly acquit, exonerate and diſcharge; or otherwiſe, upon requeſt made, well and ſufficiently ſave and keep harmleſs and indempnified the ſaid J. L. his Executors, Adminiſtrators and Aſſigns, and his and their goods, chattels and hereditaments, and every of them, of and from all ſum and ſums of money, bills, bonds, debts, duties and demands whatſoever, which ſhall or may at any time or times hereafter,

happen to be demanded or recovered of and from the said J.L. his Heirs, Executors, Administrators, or any of them, for or by reason of the Executorship of the said last Will and Testament, and of and from all actions, suits, troubles, costs, charges and demands whatsoever, which shall or may happen, arise or grow, for or by reason of the same premisses, without fraud or coven: That then, &c.

A Condition to discharge an Executor from an Orphans portion in London, *being received without consent.*

THE Condition &c. That whereas A.H. Spinster, one of the Daughters of W.H. late of &c. deceased, hath taken and received the full third part of the sum of &c. Which he the said W.H. left in his house at the time of his decesease, his several charges, debts and legacies, being paid and discharged out of the said sum of &c. And her full fourth part of all the goods, plate, chattels, utensils and implements of houshold, as were belonging unto the said W.H. at the time of his decease, and also her full fourth part of the sum of &c. which was paid upon Bond due from &c. For all which said sums of moneys, plate and goods, the within-bound R.H. & R.A. have hereby undertaken to acquit, discharge and save harmless the within-named R.M. his Executors, Administrators and Assigns. If therefore the said R.H. & R.A. or either of them, their or either of their Executors, Administrators or Assigns, do and shall from time to time, and at all times hereafter, clearly acquit, exonerate and discharge, or otherwise upon request made, well and sufficiently save, keep harmless and indempnified the within named R.M. his Executors, Administrators and Assigns, and his and their goods, chattels and hereditaments, and every of them, as well against the Officers of the City of *London*, for the Court of Orphans, and every of them, and against all and every other person and persons whatsoever. As also of and from all actions, suits, costs, losses, charges, sum and sums of money, and demands whatsoever, which shall or may at any time or times hereafter happen to arise or grow, or to be demanded or recovered of and from the said R.M. his Executors, Administrators or Assigns, or any of them, for or by reason of the same several sums of money and houshold-stuff so by the said A.H. had, taken and and received, as aforesaid, and every of them without fraud or coven; That then, &c.

A Condition to justifie all such actions as shall be commenced, by reason of an assignment of a Bill Obligatory.

THE Condition &c. That whereas the within-bound W.E. & M. have by their Deed of assignment, bearing date with the within-written Obligation, assigned and set over unto the above-named R. N. one Bill Obligatory, wherein A.B. of &c. and C.D. of &c. are and stand bound unto the said W.E. & M.A. in the sum of &c. (recite according to the usual form) as by the said Bill and Deed of assignment may appear. If therefore the said W.E. & M.A. or either of them, their or either of their Executors, Administrators or Assigns, do and shall at all times hereafter, and from time to time, justifie, avow, and maintain all and every such lawful action and actions, suits, pleas and proces, as the said R. N. his Executors or Assigns shall commence or prosecute against the said A.B. & C.D. or either of them, their or either of their Executors, Administrators or Assigns, in the names of them the said W.E. & M.A. or either of them, for or by reason of the said Deed of assignment, and Bill Obligatory, or either of them, without revoking or releasing the same, or any the persons or sums of money in them mentioned: That then, &c.

A Condition for an hired Servants truth.

THE Condition &c. That whereas the above-named H. H. hath taken and received into his service the above-bound T.K. If therefore the said T. K. do and shall at all times hereafter, and from time to time, during so long time as the said T.K. shall dwell with the said H.H. well and truly serve the said H.H. his Master, without consuming, imbeazling, wasting, losing, mis-pending, or unlawfully making away any of the money, plate, goods and chattels of the said H. H. his Master, or any person or persons whatsoever, which shall be committed to his charge and custody, by reason of his said service. And if the said T.K. shall by negligence or otherwise, consume, imbeazle, waste, lose, mis-pend, or unlawfully make away any moneys, plate, goods and chattels of the said H. H. his Master, or any other person or persons whatsoever, that shall be committed to his charge and custody, by reason of his said service, as aforesaid: Then if the said T. K. the above-bound P.W. & J.K. or any of them, their or any of their Executors, Administrators or Assigns, or any of them do and shall within three months next after the due proof thereof, either by the confession of the said

T. K. or otherwise howsoever; and notice or warning thereof given or left at or in &c. in writing or otherwise unto or for the said P.W. & J.K. or either of them, make sufficient recompence, satisfaction and payment unto the said H.H. his Executors, Administrators or Assigns, for the said moneys, goods, chattels, so consumed or imbezzled as aforesaid; Then this present Obligation to be void and of none effect, or else, &c.

A Condition to pay Rent reserved upon a Lease.

THE Condition &c. that if the within-bound R.H. his Executors, Administrators and Assigns, or some of them, do well and truly pay, or cause to be paid unto the within-named D.F. & J.S. and the Heirs and Assigns of the said J. All that yearly Rent reserved and payable unto the said D.F. & J.S. and unto the Heirs and Assigns of the said J. upon and by virtue of a certain pair of Indentures of Lease bearing date the day of the date within-written, made between them the said D.F. & J.S. on the one part, and the said R.H. on the other part, at such days and times, by such equal and quarterly portions, and in such manner and form during all the said term thereby granted, as the same in and by the said Indenture is limited and appointed to be paid, without fraud or coven: That then, &c.

A Condition to discharge Executors from the payment of Legacies to Non-age.

THE Condition &c. That whereas M.H. Widow, by her last Will and Testament bearing date &c. did give and bequeath unto three Sons of M. T. Widow, the sum of &c. apiece to each of them. And whereas also the within-named T.P. at and before the day of the date within-written, hath paid unto the within-bound R.M. to and for the use of the said three Sons of M.T. Widow, (*viz.*) J.H. and M. the said sum of 300 *l.* given unto them by the said M.H. deceased. If therefore the said R.M. his Executors, Administrators or Assigns, do well and sufficiently save and keep harmless and indemnified the said T.P. & R.F. Executors of the said Last Will and Testament, and either of them, their and either of their Executors, Administrators and Assigns, as also their and either of their goods, chattels, lands, tenements and hereditaments, as well against the said J.H. & M. and every of them, as against all other person and persons whatsoever, of, or concerning the said legacy of &c. apiece, to them the said J.H. & M. given and bequeathed

as

as aforesaid. And also do obtain and get sufficient and lawful releases and acquittances, or other discharges from them the said J.H. & M. and of every of them respectively, as they shall attain their full ages, of 21 years, or within three months next ensuing their said full ages of &c. respectively to be made unto the said T. P. and R. F. their Executors, Administrators or Assigns, purporting discharges for their said Legacies given and bequeathed as aforesaid, without fraud or coven: That then, &c.

A Condition to save harmless from a Letter of Attorney.

THE Condition &c. That if the above-bound A.C. his Executors, Administrators or Assigns, or some of them, do and shall from time to time, and at all and every time and times for ever hereafter, acquit, discharge, save, defend and keep harmless and indempnified the above-named R.N. his Executors, Administrators and Assigns, and his and their goods, chattels, lands, tenements and hereditaments, and every of them, of, and from all and all manner of actions & suits, costs, charges, troubles, losses and detriments whatsoever, which shall or may at any time or times hereafter, arise, happen or be, unto, for or against the said R.N. his Executors, Administrators or Assigns, for, concerning, or by reason of one Letter of Attorney, bearing date the day of the date above-written, which the said A.C. hath sealed and delivered unto the said R.N. or any suit or suits commenced, or to be commenced by virtue thereof. And also if the said A.C. his Executors, Administrators or Assigns, do or shall, upon request to him or them to be made, well and truly pay, or cause to be paid unto the said R.N. his Executors, Administrators or Assigns, all such sum & sums of money as the said R. N. his Executors, Administrators or Assigns, shall be compelled to disburse or lay out, for or by reason of any suit or suits, arrests, or other things whatsoever, concerning the premisses: That then, &c.

A Condition to pay money at the expiration of an Apprentiship.

THE Condition &c. That whereas M.C. daughter of &c. by her Indenture of Apprentiship bearing date with these presents, hath put her self an Apprentice unto the within-bound J.S. & L. his Wife, and with them to dwell and serve, as their Apprentice, from the Feast of &c. unto the end and term of &c. from thence next ensuing, and fully to be compleat and ended, as by the same Indenture of Apprentiship, more at large appeareth

appeareth. And whereas alſo the within-named J. P. the day of the date hereof, hath lent, diſburſed and delivered to the ſaid J.S. the ſum of 20 *l.* of *&c.* to occupy as a ſtock during the term. If therefore the ſaid J.S. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them do well and truly pay or cauſe to be paid unto the ſaid M.C. or her Aſſigns, the full ſum of *&c.* at the full end and expiration of the ſaid term of ſeven years, or at the day of the Marriage of the ſaid M. which of them ſhall firſt and next happen to be or come after the date hereof, without fraud or coven: That then, *&c.*

A Condition of an Obligation, wherein one Executor ſtands bound to another to do his diligence in the execution of a Will, and from time to time to give a juſt account.

THE Condition *&c.* That whereas J.B. of *&c.* Gentleman, hath named and appointed the within-bounden T.A. to be one of his Executors, together with the within-named G. B. If therefore the ſaid T.A. do from time to time, and at all times hereafter, uſe his utmoſt diligence and endeavour for the true execution of the ſaid laſt Will and Teſtament, according to the truſt in him repoſed by the ſaid J.B. do alſo from time to time yearly, until the ſaid laſt Will & Teſtament be fully and wholly fulfilled and performed, make by himſelf, or by ſome other lawfully authorized by him, a true account to the ſaid G.B. at or in *&c.* at any time between the firſt and laſt of *November*, yearly. And if upon the making up of every ſuch account or accounts, the ſaid T.A. his *&c.* ſhall make delivery of the moiety and one half of all ſums of money, Goods and Chattels that the ſaid T. A. his *&c.* ſhall have in his or their cuſtodies, or ſhall have received by virtue of the ſaid Executorſhip of the ſaid laſt Will and Teſtament of the ſaid J.B. That then, *&c.*

A Counter-Condition for the performance of Covenants.

THE Condition *&c.* That whereas the within-named M.M. at the requeſt and deſire of the within-bound D. P. together with the ſaid D.P. is and ſtandeth bound in and by one Obligation bearing date the within-written, unto E. S. of &c. in the ſum of *&c.* for the true obſervance, performance, fulfilling, paying and keeping of all and every the covenants, grants, articles, clauſes and agreements which are contained and ſpecified in one pair of Indentures of Leaſe, as by the ſaid Obligation appeareth. If therefore the ſaid D.P. his Executors, Adminiſtrators or Aſſigns, and every of them, do

and

and ſhall from time to time, and at all times hereafter, well and ſufficiently ſave and keep harmleſs and indempnified the ſaid M. M. his executors, adminiſtrators and aſſigns, and every of them, of and from all actions, ſuits and demands whatſoever, which ſhall or may at any time or times hereafter happen to ariſe, come or grow to or againſt the ſaid M. M. his Executors, Adminiſtrators or Aſſigns, or any of them, for, upon or by reaſon of the ſaid recited Obligation, or any ſum or ſums of money therein contained, without fraud or coven: That then, &c.

A Condition that the Leſſor ſhall pay money back upon the Leſſees diſlike of a Farm.

THe Condition, &c. That whereas there hath been communication between the within-bound T. B. and the within-named P.C. for and concerning one Farm called A. in the County of S. now in the occupation of the ſaid T. B. to be granted by the ſaid T. to the ſaid P. for the term of ſix years: If in caſe the ſaid P.C. ſhall miſlike to proceed in the ſame, and of ſuch miſliking to give notice to the ſaid T.B. before the laſt day of &c. next enſuing, at the Meſſuage of the ſaid Farm: Then if the ſaid T.B. his executors, &c. do within three days next after ſuch notice of miſliking given, well and truly pay, or cauſe to be paid to the ſaid P. not onely the ſum of 6 l. of &c. to him the ſaid T. delivered at the enſealing hereof, but alſo do pay or ſatisfie unto the ſaid P. all ſuch ſums of money, and other things, as the ſaid P. hath, or before that time ſhall have paid, or be at, for the ſowing and manuring of the ſaid Farm, or any part thereof: That then &c.

A Condition for building and ſetting up a Farm or a Houſe.

THe Condition &c. That if the within-named E. W. his executors, adminiſtrators or aſſigns, do at his and their own coſts and charges, on this ſide and before the Feaſt of &c. next coming after the date above-written, not onely well work and ſubſtantially erect, build, and ſet up, or cauſe, or cauſe to be erected, built and ſet up one good and ſubſtantial new frame or building, of good, new, ſufficient and well-ſeaſoned Timber of heart of Oak, to ſerve for the plat or foundation already ſet forth or made, within the Meſſuage or Inn, called or known by the name or ſign of the Ship, in the Pariſh of Saint *Clements Danes*, in the County of *Middleſex*, which ſhall contain from the Weſt towards the Eaſt forty foot of Aſſize, and in breadth from North to South twenty five foot of Aſſize, and with part thereof,

thereof, which shall extend from the South part of the measure before-mentioned towards the South, shall continue in length 20 foot, and in breadth 18 foot and 12 inches: All which said building shall contain in height three stories and an half, and every story to contain in the height seven foot of Assize at the least: But also do, before the said Feast of &c. at his like costs and charges, fit and furnish the same building with floors boarded, doors, stairs, pent-houses, and other things pertaining to, or being Carpentry work, with sufficient nails for the same, and hooks and hinges for all the doors: in which said building there shall be such and so many stairs as the within-named P.G. shall appoint, and to be set in such place and places, as the said P. shall nominate; and there shall be in the Stories extending West and East, partitions, and three several rooms; and in every room one imbowed window, with such and so many clear windows as the said P. shall appoint, and in every of the stories of the building, extending from North to South, one partition, and one room, in every of which rooms there shall be one imbowed window: All which to be well and sufficiently finished, as aforesaid, before the said Feast &c. next coming. That then, &c.

A Condition to save three harmless which are bound for One by Recognizance to the Chamber of London for Orphan-money.

THE Condition of this Recognizance is such, That whereas the within-named J.C. J.L. and W.G. at the instance and request of the above-bound E.K. together with the said E.K. in the Inner-chamber of the *Guildhall* of the City of *London*, are become joyntly and severally bound unto R.B. Chamberlain of the City of *London* aforesaid, and to his Successors, Chamberlains of the same City, in the sum of 350 *l.* of &c. with condition amongst other Articles in the said Recognizance specified, for the true payment of 200 *l.* of like money unto the said Chamberlain, or his Successor, to the use of E. and J. Orphans of T.B. late Citizen and Grocer of *London*, deceased, at such time as they or either of them, shall accomplish their several Ages of 21 years, as by the said Recognizance and condition thereof more at large may appear. If therefore the said E.K. his Heirs, Executors or Administrators, do from time to time, and at all times hereafter, discharge, exonerate, acquit, or otherwise well and sufficiently save and keep harmless the said J.C. J.L. and W.G. and every of them, and the Heirs, Executors and Administrators of them, and every of them, and all and singular the lands, tenements and hereditaments, goods and chattels

of

of them, and every of them, against the ſaid Chamberlain and his Succeſſors, and againſt all and every other perſon or perſons whatſoever, of, for and concerning the ſaid Recognizance, and all and ſingular ſums of money, penalties, forfeitures and things whatſoever, in the ſaid Recognizance or Condition thereof, or either of them contained or ſpecified: and alſo of, for and concerning all and ſingular actions, ſuits, judgments, extents, executions moleſtations, coſts, charges, troubles, incumbrances, and demands whatſoever, which ſhall or may ariſe, grow, happen or be, by reaſon or means of the ſaid Recognizance. And alſo if it happen the ſaid E. K. before the ſaid ſum of 300 l. be fully paid to the ſaid Chamberlain, or his Succeſſors, according to the tenour and purport of the ſaid Condition of the ſaid Recognizance, to deceaſe, or by any means to come to poverty and inſufficiency of himſelf, to his goods and chattels, out of the liberties of the City aforeſaid, to abſent, withdraw, or purloin, Then if the ſaid E. K. his Heirs, Executors or Adminiſtrators, within ſix Months next after ſuch deceaſe, coming to poverty, & inſufficiency, or ſuch withdrawing, abſenting or retaining himſelf, or his goods or chattels, out of the liberties of the City aforeſaid, or upon reaſonable requeſt, do make true payment unto the ſaid Chamberlain or Succeſſors, of the ſaid ſum of 300 l. to the uſe aforeſaid: and then alſo within the ſame ſix Months, or upon ſuch requeſt, as aforeſaid, do cauſe and procure the ſaid Recognizance, and all extents and executions of the ſame, to be clearly & lawfully diſcharged & made void: That then, &c.

A Condition from the Under-Sheriff to a High-Sheriff, for ſaving harmleſs.

THE Condition &c. That whereas the above-named Sir M. G. Knight, Sheriff of the County of B. hath aſſigned and deputed the above-named R. B. his Under-Sheriff: If therefore the ſaid B. N. the above-bound C. R. and G. D. their Heirs, Executors and Adminiſtrators, and every of them, do at all time and times hereafter, ſave and keep harmleſs and indemnified, as well the ſaid Sir M. G. his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, as alſo the lands, tenements, hereditaments, goods and chattels of the ſaid Sir M. G. of, for, touching or concerning the returns and executions of all ſuch Proceſs, Writs and Warrants of what nature ſoever they be, as are or ſhall be hereafter directed to the Sheriff of the ſaid County of B. and ſhall be brought and delivered, or offered to be delivered to the ſaid B. N. during the term that the ſaid Sir M. G. ſhall be Sheriff of the ſaid County: And of and from all iſſues,

issues, fines, and amerciaments, which shall happen to be imposed or taxed upon the said Sir M.G. for or concerning the not executing, wrongful executing, or detaining in his hands any Writs, Process, or Warrants; and of, for and concerning all escapes of all and every person or persons that shall be arrested or apprehended by virtue of any such Process, Writ, or Warrant; during the time that the said Sir M.G. shall continue Sheriff of the said County of B. And also if the said B.N. C.R. and G.D. their heirs, executors, and administrators, and every of them, shall save harmless and indempnified the said Sir G.M. and his heirs and assigns, and his and their lands, goods and chattels of, for and concerning all such accompt and accompts, as the said Sir G.M. is & shall be charged withal, as Sheriff of the said C. of B. to our Soveraign Lord the King, his Heirs, &c. in any of his Majesties Courts, and of all sums of money which shall be levied or received by the said B.N. as under Sheriff of the said Sir M.G. or any Bayliff or other person, by the direction or assent of the said B.N. to the use of the Kings Majesty, his &c. That then &c.

A Condition to save harmless a Surety from a Bond of Arbitrement.

THE Condition &c. That if the above-bound A.D. his executors and administrators, or any of them, do and shall from time to time, and at all times hereafter, well and sufficiently save and keep harmless and indempnified the above-named G.M. his heirs, executors and administrators, and his and their lands, tenements, goods, chattels and Hereditaments, of, for, from and concerning one Obligation bearing date the day of the date above-written, wherein the said M.G. at the request of the said A.D. is and standeth bound unto R.M. Gentleman, in the sum of 100 l. with Condition there-under written, that the said A.D. abide the Award of W.M. and T.B. Esquires, Arbitrators, and of and from all Actions, Suits, Arrests, Costs, charges and Demands whatsoever, concerning the premisses, without fraud or coven: That then, &c.

A Condition, if money be not paid at the day, then to surrender certain Copy-hold-lands, &c.

THE Condition &c. That if the within-bound E. L. do not, or shall not well and truly pay or cause to be paid unto the within-named J. P. his Executors, Administrators or Assigns, the full sum of &c. on the &c. next ensuing the date within-written, at &c. according to a Proviso or Condition mentio-

mentioned in a Deed or Surrender, bearing date the day of &c. Then if the ſaid E. L. and A. his Wife do and ſhall at the next Court to be holden for the Mannor of &c. lawfully and abſolutely ſurrender in to the hands of the Lord of the ſaid Mannor, to the onely uſe and behoof of the ſaid J. P. his Heirs and Aſſigns for ever, according to the cuſtom of the ſaid Mannor, the ſaid ſeveral parcels of Land, with their and every of their appurtenances in the ſaid Surrender mentioned. And alſo if the ſaid J. P. his heirs or aſſigns, ſhall or may peaceably and quietly have, hold and enjoy the ſaid parcel of Land, and every of them, with their and every of their appurtenances ſo ſurrendred, as aforeſaid, freely and clearly acquitted of and from all & all manner of former and other ſurrenders, bargains, ſales, gifts, grants, troubles & incumbrances whatſoever, & of & from the thirds of the ſaid M. now of the ſaid J. P. That then, &c.

A Letter of Attorney, or an Aſſignment to receive and keep money due upon a Bond, wherein is a forfeiture, or nomine pœnæ *upon diſcharge without conſent.*

TO all Chriſtian people, &c. I W. S. of &c. ſend greeting in our Lord God everlaſting. Whereas B. S. of &c. and R. B. of &c. by one Obligation bearing date, *&c. Anno Dom.* 1647. are and ſtand joyntly and ſeverally bound unto the ſaid W. S. in the ſum of *&c.* with condition there-under written, for the true delivery of 46 Quarters of Rye, as by the ſaid Obligation with condition more at large appeareth. Now know ye that I the ſaid W. S. as well for & in conſideration that the Obligation was made in the name of me the ſaid W. S. onely in truſt, and for the uſe of R. S. of *&c.* as for divers other good cauſes & conſiderations me hereunto moving, have given, granted, aſſigned and ſet over, and by theſe preſents do give, grant, aſſign and ſet over, unto the ſaid R. S. his executors and aſſigns, as well the ſaid Obligation and ſum of *&c.* therein mentioned; as alſo all my right, action and demand to and in the ſame: Giving, and by theſe preſents granting unto the ſaid R. S. by virtue hereof, my full and whole power and authority, for me, and in my name, but to the onely uſe of the ſaid R. S. his Executors and Aſſigns, to demand, ask, levy recover and receive of the ſaid R. S. and R. B. and of either of them, their Executors or Aſſigns, the ſaid ſum of *&c.* mentioned and due by the ſaid Obligation, and to uſe all lawful ways and means for the recovery thereof: And the ſame ſo had and received, to detain and keep to his own Uſe and Behoof, without any account thereof, or therefore to be rendred. And I the

ſaid

said W.S. do covenant & agree, that for any act or acts thing and things whatsoever, by me, or by any other heretofore by my appointment done or committed, or hereafter to be done or committed, the said Obligation now is, and hereafter shall stand and continue in full force and effect, and that neither I the said W.S. my executors or assigns, shall nor will acquit, release, or otherwise discharge the payment or delivery of 46 quarters of Rye, to the condition of the said Obligation mentioned, without the special license, consent and agreement of the said R.S. his executors or assigns, first had and obtained in writing, under his or their hand and seal. And to the true performance of all and every the Articles and Agreements hereby expressed on the part of me the said W.S. to be done and performed, I bind me, my heirs, executors and administrators by these presents, in the sum of &c. (*nomine pœnæ*) to be forfeited and paid unto the said R.S. his &c. In witness &c.

A Letter of Attorney to receive Rents.

TO all &c. I E.D. of &c. send greeting, &c. Know ye that I the said E.D. for divers good causes me hereunto moving, and especially for the trust and confidence which I have and do repose in G.K. of &c. have made, ordained, constituted and invested, and in my place and stead by these presents, have put the said C.K. to be my lawful Attorney, for me and in my name, and to the use and behoof of me the said E.D. my executors, administrators and assigns, to ask, demand, levy, recover and receive of G.H. of &c. the sum of &c. for one half years rent of and for the Manor of B. in the County of &c. due at the feast of &c. last past before the date hereof: Giving, and by these presents granting unto my said Attorney, by virtue hereof, full power and absolute authority, for me, and in my name, and to and for my use, benefit and commodity, to ask, levy, recover, receive and demand of the said G.H. his &c. the said rent or sum of &c. due and payable as aforesaid. And upon the receipt thereof, or any other agreement on that behalf had and made, for me, and to my use, to make, seal and deliver, for me, and in my name, and as my Deed, all and every such acquittance and acquittances, or other discharges, as to the said C.K. shall be thought meet and convenient to be given: And to do, follow, execute and finish for the receipt and recovery thereof, all and every such act and acts, thing and things, device and devices, as to the said C.K. shall be thought fit and convenient, ratifying, allowing, confirming and approving all and whatsoever my said Attorney shall lawfully do or cause to be done in or about the premises by these presents. In witness, &c.

A Letter of Attorney to demise, survey or ſell a Manner.

TO all &c. Know ye, That we the ſaid G.S. & E.M. for divers good cauſes & conſiderations us hereunto eſpecially moving, Have made, ordained, conſtituted and in our place and ſtead, put and authorized R.N. & H.B. or either of them, our true, ſufficient and lawful Attorney and Attorneys, for us, and in our names, and for the uſe of us the ſaid G.S. & E.M. to enter into all thoſe the Mannors of W.T. & J. with their rights, members and appurtenances in the County of C. and in the advowſons of or belonging to them, or any or either of them, and into every part & parcel thereof: and the ſame Mannors, or either or any of them, for us, and in our names to view and ſurvey; And by theſe preſents, for us, and in our names, do give full power and authority to the ſaid R. N. & H. B. and to either of them, to be our Steward or Stewards of our ſaid Mannors, and either of them, and to keep ſuch Court and Courts of Survey, and other ſuch Court-leets, and law-days, of and upon the ſaid Mannors, or any of them, as our ſaid Attorneys, or either of them ſhall appoint, or ſhall be by them or either of them thought fit; And the ſame Mannors, & every or any of them, for us, and in our names to bargain, ſell, leaſe or grant to ſuch perſon and perſons, and for ſuch eſtates, for life or lives, inheritance, or otherwiſe, and for ſuch ſum & ſums of money as to our ſaid Attorneys, or either of them, ſhall be thought meet and convenient to the uttermoſt and beſt commodity and profits of us the ſaid G.S. & E.M. and the Deed & Deeds of the ſame Grant, and Eſtates ſo to be made, for us and in our names, to ſeal, and as our Deed or Deeds, to deliver unto the parties to whom the ſame ſhall be ſo made, or to any other to their uſe & uſes, and counterparts of the ſame, for us and in our names, to accept and receive: And alſo all ſuch fines, and other ſum and ſums of money, as ſhall grow due for the ſame, for us and in our names, and to the uſe of us the ſaid G.S. & E.M. to gather, receive and take, and all ſuch rents, duties, heriots, arrerages of rents, and profits of Courts, as are already, or hereafter ſhall be due or payable, for, out of or concerning the premiſſes, or any of them, to receive: Giving, and by theſe preſents granting to our ſaid Attorneys, and either of them, our full power and lawful authority, touching and concerning the premiſſes, to do, execute, proceed and finiſh in all things, in as ample manner and form, to all intents and purpoſes, as we the ſaid G.S. & E. M. or either of us, might or ought to do, if we or either of us were then and there perſonally preſent: And ratifying and allowing all and whatſoever our ſaid Attorneys, or either of them, ſhall

do

do in or about the premiſſes, or any of them, according to the true intent and meaning of theſe preſents. In witneſs, &c.

A Letter of Attorney to deliver a Liſt upon the Land.

TO all &c. I J.M. of &c. Whereas I the ſaid J.M. have ſubſcribed and ſealed one writing, bearing date with theſe preſents, and hereunto annexed, purporting a Demiſe unto W.W. of &c. of all that the Mannor of G. with the appurtenances, in the County of Y. and of one Meſſuage, 300 Acres of Land, 100 Acres of Meadow, 200 Acres of Paſture, & 100 Acres of Wood, with the Appurtenances, in C. aforeſaid, now or late in the tenure or occupation of W.C. his Aſſignee or Aſſignees: To have and to hold the ſaid Mannor, and all other the premiſſes unto the ſaid W.W. his Executors or Aſſigns, for the term of five years under the yearly Rent of &c. as by the ſaid Deed indented may appear. Now know ye, That I the ſaid J.M. for divers good cauſes and conſiderations me hereunto eſpecially moving, have made, ordained, conſtituted and authorized, and in my place and ſtead by theſe preſents, have nominated and put W. G. of &c. my true, ſufficient and lawful Attorney, for me and in my name, into all that the ſaid Mannor of C. and into the ſaid Meſſuage, 300 Acres of Land, 100 Acres of Meadow, 200 Acres of Paſture, and 100 Acres of Wood, with the Appurtenances, and into every or any part or parcel thereof, in the name of the whole to enter, and peaceable and quiet poſſeſſion and ſeizin thereof, for me, and in my name, to take, and for every ſuch poſſeſſion and ſeizin thereof, or any part thereof, had and taken as aforeſaid, for me, and in my name, as my act and deed, to deliver unto the ſaid W.W. or his certain Attorney, upon ſome part of the aforeſaid premiſſes, the ſaid Writing or Deed indented, ſubſcribed and ſealed as aforeſaid; And all and every other act and thing requiſite and neceſſary to be done in, about or concerning the premiſſes, for me, and in my name, to do or cauſe to be done. In witneſs, &c.

A Letter of Attorney to keep Court.

KNow all men by theſe preſents, That we P. L. & H. S. of &c. do hereby authorize, conſtitute and appoint G. C. of &c. Gent. our lawful Deputy and Attorney for us, and in our names to appoint a Steward and Bayliff of and for our Mannor of B. & H. and by himſelf or his ſufficient Deputy, to and for our uſe, to keep Courts within the ſaid Mannors, or either of them, and to give admittance upon alienation or death, and to take

and

and receive Attornments of all and every the Tenants thereof, and to and for our use, to assess fines upon such admittances, and for us and in our names, and to our use, to receive the said fines: and also such Heriots as shall be due upon such death or alienation, and likewise to receive all rents and arrerages of rents, and also all amerciaments, perquisits and profits that shall arise or grow due to us, or any of the said Courts. We do also further authorize and appoint the said G.C. to gather, take up, & seize to our use, all waifs, estrays, deodands, out-laws, and felons goods, which shall happen to arise, be due, or fall within the said Manors, or either of them. Given under &c. the &c. In the &c.

A Letter of Attorney to take possession of Lands newly purchased.

BE it known unto all men by these presents, That I J.H. Citizen, &c. have made, ordained, constituted, authorized and appointed, and by these presents do make, ordain, constitute, authorize and appoint, and in my stead and place by these presents put T.C. of &c. my true, sufficient and lawful Attorney, for me, and to my use, to take and receive quiet and peaceable possession and seizin of and in all that Messuage or Tenement, and all and singular the Land and Premisses thereunto belonging, with the rights, members and appurtenances, situate, lying and being in &c. lately bargained and sold by B.P. unto me the said J.H. and the same possession so had and taken, to detain and keep, to the onely use and behoof of me the said J.H. my Heirs and Assigns, according to the tenour and true meaning of the Indenture, whereby the said premisses are conveyed unto me, ratifying, allowing and confirming all and whatsoever my said Attorney shall lawfully do, or cause to be done in or about the premisses, by these presents. In witness &c.

A Letter of Attorney, for a Steward of a Mannor to receive Rents, with authority to impound and distrein.

TO all &c. I G.K. of &c. send greeting in our Lord God everlasting. Know ye that I the said G.K. for & in consideration of the special trust and confidence which I have and do repose in my well-beloved friend C P. of &c. Gent. have made, ordained, constituted, authorized & appointed the said C. P. my true, sufficient and lawful Attorney, for me, & in my name, stead and place, to the onely proper use and behoof of me the said G.K. my Executors and Administrators, to collect, gather,

demand and receive, of all, every or any my Tenants or Farmers, of all, every or any my Lordships, Mannors, Lands, Tenements and Hereditaments whatsoever, in the County of G. all and every such sum and sums of money, rents, arrerages of rents, amerciaments, heriots, fines, issues and profits whatsoever, as shall any wise grow due, accrue, be issuing or payable unto me the said G. K. out of all or any my said Lordships, Mannors, Lands, Tenements and Hereditaments: And upon the receipt of all, every or any such sum or sums of money, rents and profits, for me and in my name, to make and give acquittances, or any sufficient discharges to any of my said Tenants or Farmers, requiring the same. And the same sum and sums of money, rents, issues and profits so had and received, to pay and deliver to me the said G. K. my Executors, Administrators, and Assigns, and to be accomptable unto me the said G. K. my Executors and Administrators, from time to time, for all, every or any the said sum or sums of money, so as aforesaid, by the said C. P. had, taken and received at the Feast of Saint *Michael* the Archangel, next ensuing the date hereof, or before the end of *Candlemas* Term then next ensuing; and at the Feast of the *Annuntiation* of the blessed Lady St. *Mary* the Virgin then next following; or before the end and expiration of *Trinity* Term then next ensuing, and so from time to time, at the Feasts and days before prefixed, to give and make a true account or accounts to me, during the continuance of the power to him given and granted, as aforesaid. And further, I do by these presents give full power and authority to my said Attorney, at any time hereafter to elect and chuse some one sufficient and able person to be Steward of my Courts of my said Mannors, &c. and also to place and displace at his will and pleasure, upon just occasion, any Bayliff, or other Officer or Officers whatsoever, as occasion shall require; and also giving, and by these presents granting unto my said Attorney, full power and lawful authority, for me, and in my name, stead and place, and to my use, as aforesaid, for non-payment of all, every, or any my said rents, arrerages of rents, issues, amerciaments, and profits, to distrein, impound, arrest, sue, implead and imprison all, every or any my said Tenants or Farmers, which shall refuse to pay my said Attorney all or any such sum and sums of money, rents, issues and profits, by them or any of them, respectively due and payable unto me, as aforesaid, and the same persons again to discharge, acquit and release of and from the same, at his will and pleasure. And further to do, or cause or procure to be done in and about the premisses, all and whatsoever to the said C. P. shall seem requisite and needful to be done, as effectually

ctually, as if I my self were then and there personally present. And which &c. so to be done, I do hereby covenant and grant, for me, my Heirs, &c. to justifie, aver and maintain, as fully and perfectly, to all intents, constructions and purposes, as though the same were actually done by my self. In witness &c.

A Warranty of Attorney to confess a Judgment.

WHereas K. B. Widow, of &c. Executrix of the last Will and Testament of J. B. Esquire, hath sued out of the High-Court of *Chancery*, an Original Writ of Debt for Two hundred pounds, against me T. H. and J. W. of &c. Esq; and Sir R. B. of &c. Knight, my Sureties, returnable this *Trinity* Term in the Court of Common-Pleas at *Westminster*: These are therefore to require you to appear for me and my Sureties, and to make Declaration for us the said T. H. J. W. and Sir R. B. at the suit of the said K. B. and thereupon to confess a Judgment, either by *non sum informat*, *nihil dicit*, or otherwise, as you shall think fitting, and this shall be your sufficient Warrant in that behalf. In witness, &c.

A Warrant to acknowledge satisfaction.

Mr. T. W.

WHereas in *Trinity*-Term, in the Twentieth year of the Reign of our Soveraign Lord King *Charles*, over *England*, &c. there was a Judgment had and obtained in his Majesties Court of Common-Pleas at *Westminster* against A. P. of &c. for &c. Debt and &c. Damages and Costs, at the suit of &c. These are to require you to acknowledge satisfaction upon the said Judgment, & this shall be your sufficient warrant, &c. In witness &c.

Another Warrant to acknowledge satisfaction.

Mr. T. F.

WHereas I heretofore retained you my Attorney, in his Majesties Court of Kings Bench at *Westminster*, to sue, charge and implead R. E. upon several actions, and a *Habeas Corpus* depending against him, and whereas you thereupon further proceeded by my direction, to the recovery & entry of four several Judgments, the one of 50*l.* debt, and 7*l.* 10*s.* & 8*d.* damages; another &c. another &c. and the other &c. for that I have received full satisfaction from the said R. E. for and concerning all those actions and several executions by you in my behalf obtained and entred against him, by force whereof

whereof he remains Prisoner in the custody of the Marshal of his Majesties said Court: These are therefore to will and require you to discharge those several actions by search or otherwise, out of the Entry-Book of the Marshal of that Court, or other Declarations remaining on file there: And further, I do hereby direct and authorize you to acknowledge satisfaction upon Record, upon the several Judgments above specified, and all other Judgments chargable against him for my satisfaction, and so to release his person out of the Marshals custody, from all causes touching me. And for the doing thereof, this shall be your sufficient warrant and discharge. In witness &c.

An Assignment of an Annuity.

TO all &c. T.D. of &c. sendeth greeting: Whereas T.C. of &c. late of &c. Uncle to the said T.D. party to these presents, in and by one Indenture bearing date &c. and in the &c. made between the said T. Uncle of the one party, and B.E. and B.C. Gent. of the other party, purporting certain uses, as in the said Indenture is limited & expressed, did give & grant unto the said T.D. party to these presents, an annuity or yearly payment of &c. *per annum*, for & during the natural life of the said T.D party to these presents, to be issuing & going out of the Messuages, Lands, Tenements, &c. of the said T.D. the Uncle, situate, lying & being in &c. to begin to be paid yearly to the said T.D. party to these presents, from and after the decease of A. D. late wife of the said T.D. the Unkle, as by the same Indenture amongst divers other things therein contained, more at large appeareth; And whereas the said A. D. is since deceased, Now know ye that the said T. D. party to these presents, for & in consideration of the sum of &c. to him in hand at and before the ensealing and delivery of these presents, by W. P. of &c. well & truly paid, whereof & wherewith he doth acknowledge himself fully satisfied, contented and paid by these presents, and for divers other &c. hath given, granted, bargained, sold, assigned & set over, & by these presents doth fully, absolutely give, grant, bargain, sell, assign and set over unto the said W.P. his executors, administrators or assigns, as well the said annuity or yearly payment of &c. as also all the estate, right, title, interest, property, claim & demand whatsoever which he the said T.D. party to these presents, now hath or may, can, might, should or ought to have or claim, of, in or to the said annuity or yearly payment of &c. To have, hold, perceive, receive, take and enjoy, the said annuity or yearly payment of &c. unto the said W.P. his executors, administrators and assigns, from the day of the date of these presents, for and during the natural life, of the said

T.D.

T.D. party to these presents, in such-like, and in as large and ample manner and form, to all intents and purposes, as the said T.D. party to these presents, now hath, may, might, should, could or ought to have and enjoy the same, by force and virtue of the said Indenture of uses, or any thing therein contained, or otherwise. And the said T.D. party to these presents, for him, his executors, administrators and assigns, doth covenant, promise and grant to and with the said W.P. his executors, administrators and assigns, by these presents, in manner and form following: That is to say, That he the said T.D. party to these presents, now hath full power and lawful authority to give, grant, bargain and sell the said annuity, or yearly rent of &c. in manner and form aforesaid: And that neither he the said T.D. party to these presents, nor any other person or persons by his appointment, or with his consent, hath heretofore made any former bargain, sale, gift, grant, assignment, surrender, extinguishment, charge or incumbrance of the said annuity, or yearly payment of &c. or any part thereof; Nor that he the said T.D. party to these presents, nor any other, by, from or under him, or with his consent, hereafter at any time shall do or commit, or suffer to be done or committed, any act, deed, or thing whatsoever, whereby the said W.P. his executors, administrators or assigns, shall or may be letted or hindred, of or in the having, receiving and enjoying of the said annuity, or of any part thereof: And that the said W.P. his executors, administrators and assigns, shall or may, from time to time, and at all times from henceforth, for and during the natural life of the said T.D. party to these presents, lawfully, peaceably and quietly have, hold, receive, perceive, take and enjoy the said annuity or yearly payment of &c. and every part and parcel thereof: to the only use and behoof of the said W.P. his Executors, &c. without the let, suit, trouble, interruption or disturbance of him the said T.D. party to these presents, or any other person or persons, by his act, means, title or procurement. And further, that the said T.D. party to these presents, shall and will from time to time, and at all times hereafter, at the reasonable request, costs and charges in the Law of the said W.P. his executors, &c. do, cause, procure, or suffer to be done, all such further act and acts, thing and things, device and devices in the Law whatsoever, for the further assuring of the premisses to the said W.P. his executors, &c. for and during the natural life of the said T.D. party to these presents, as by the said W.P. his executors, &c. or by his or their Council learned in the Law, shall be reasonably devised or advised and required. In witness &c.

An Indenture for suing forth a Writ of Entry of a Manour, to the intent a Recovery may be had.

THis Indenture tripartite made the &c. between H.E. of &c. of the first part, W.G. of &c. of the second part, and A.B. and C.D. of &c. of the third part, witnesseth, That it is covenanted, granted, concluded, condescended unto, & fully agreed upon by and between the said parties to these presents: And the said H.E. doth for himself, his heirs, &c. covenant &c. that he the said E. or his &c. before the feast of &c. at the proper costs and charges in the Law of the said W.G. his heirs or assigns, shall permit and suffer the said A.B. and C.D. to bring & sue forth out of his Majesties High Court of *Chancery*, one Writ of Entry *sur disseisin en le post*, against the said W.G. returnable before the Justices of the Common-pleas at *Westminster*, at a certain day before the said feast of &c. by which Writ the said A.B. & C.D. shall demand against the said W.G. all that the Manor of &c. by the name of &c. or by any other name or names whatsoever, whereunto the said W.G. shall appear before the said Justices, at the said day of return, to be contained in the said Writ in his own proper person, or by his Attorney sufficiently authorized by the Law for the same, upon which appearance the said A.B. and C.D. shall declare against the said W.G. according to the nature of the said Writ, and that he the said H.E. shall permit and suffer the said W.G. to make defence, and vouch over to warranty the said H.E. and the same E. by himself, or his Attorney, sufficiently authorized by Law for the same, shall vouch over to warranty the common vouchee, and thereupon imparle, and after the same imparlance in the same Term, shall make default, and depart in contempt of the Court, to the intent a perfect Recovery and Judgment in the said Court, may be had against the said H.E. of the said Manor and Lands, and all other the premisses, according to the course of common Recoveries in such cases used: And further, that the said Recovery and Execution thereupon so as aforesaid; to be had and pursued by the said A.B. and C.D. shall be to the onely use and behoof of the said W.G. and of his heirs & assigns, and to no other use, intent or purpose whatsoever (A Covenant for Incumbrances.) In witness &c.

A Revocation of a Protection during the Parliament time.

WHereas I the Right Honourable J. Earl of R. granted a granted a Protection under my hand and seal, unto C.R. Esquire, bearing date on or about the &c. last past, to endure for

for the time of this present Parliament: Now these presents witness, that for divers good causes and considerations me moving, I do hereby revoke, disannul and make void the said Protection to all intents and purposes whatsoever, so as the said C.R. shall not from henceforth have any benefit, priviledge or advantage thereby, but be therefore and therefrom utterly debarred and excluded for ever by these presents. In witness, &c.

A Bargain and Sale of Trees.

THis Indenture made &c. between A.B. of &c. and T.H. of &c. of the one part, and G.F. of &c. of the other part, witnesseth, That the said A.B. and T.H. for and in consideration of &c. to them in hand paid, before the sealing and delivery of these presents, the receipt thereof &c. have bargained and sold unto the said T.F. one hundred Trees of Oak, to be taken and chosen by the said T.F. his Executors or Assigns, within, amongst and out of the Woods and Trees standing and growing within the Park of S. in the County of &c. or in or upon the banks or bounds of the said Park (all such Trees as now are already felled and marked always excepted out of this present bargain and sale:) And the said A.B. and T.H. do &c. to and with &c. That it shall and may be lawful to and for the said T.F. his executors and assigns, at seasonable times in the year, at his and their free liberty, wills and pleasures, before the Feast of &c. to fell, cut down, take and carry away the said Trees, before by these presents bargained and sold, and every of them; so that the said G.P. his Executors and Assigns, at his and their, or any of their proper Costs and Charges, do from time to time, make up and repair all such Breaches and Hurts as he or they shall commit or do, or cause to be committed or done in any of the hedges, pales or ditches of or belonging to the said Park, or any the grounds thereunto belonging or adjoyning, for or by reason of the felling, cutting down, carting or carrying away of the said Trees, or any of them, & so that all the said Trees, and every of them, before bargained and sold, be carried and rid off, from and out of the said Parks, and bounds thereof, before the said Feast of &c. And the said A.B. and T.H. all the said Trees before-bargained and sold to the said T.F. in manner and form as aforesaid, against all men, at all times, shall warrant, and for ever defend. And it is further agreed and declared between the said parties, That all such, and so many of the said Trees before-mentioned, bargained and sold, as shall remain, and not be carried away out of the

ſaid Park, and bounds thereof, before the ſaid term of &c. ſhall from thenceforth remain and be to the onely uſe of the ſaid A. B. and T.H. their Executors and Aſſigns, any thing before-mentioned to the contrary in any wiſe notwithſtanding. In witneſs &c.

An Indenture of Leaſe of a Houſe and Lands in the Country.

THis Indenture made &c. between A.B. of &c. of the one party, and C. D. of &c. of the other party, witneſſeth, That the ſaid A.B. for and in conſideration of the Rents and Covenants hereafter in and by theſe preſents reſerved and contained, which on the part and behalf of the ſaid C.D. are and ought to be paid, done, performed, fulfilled and kept: Hath demiſed, granted, betaken, and to farm letten, and by theſe preſents doth demiſe, grant, betake, and to farm let unto the ſaid C. D. all that Meſſuage or Tenement &c. And alſo that Cloſe of Meadow-ground called *&c.* and all that *&c.* which ſaid premiſſes now are in the tenure or occupation of the ſaid C. D. or his Aſſigns, ſituate, lying and being in the ſaid Pariſh of &c. Except and always reſerved out of this preſent Demiſe and Grant, all Trees, Woods, and Underwoods, now ſtanding, growing or being, or which hereafter ſhall ſtand, grow or be in or upon the ſame premiſſes, and free liberty of ingreſs, egreſs, regreſs, way and paſſage to and for the ſaid A. B. his Heirs and Aſſigns, and his and their workmen and ſervants, at any ſeaſonable time or times in the year, to come in and upon the demiſed premiſſes, and every or any part thereof, to fell, cut down, lop and top the ſame Trees, and every or any of them: And the ſame Trees, lops and tops, with Carts and and Carriages, to take, load, bear and drive away, at his and their wills and pleaſures. To have and to hold the ſaid Meſſuage or Tenement, Cloſe of Meadow, and &c. and all and ſingular other the before mentioned premiſſes to be demiſed, with the appurtenances (except before excepted) unto the ſaid C.D. his *&c.* from the Feaſt of Saint *Michael* the Archangel laſt paſt, before the date of theſe preſents, for and during. and unto the full end and term of Twenty and one years from thence next enſuing, fully to be compleat and ended: Yielding and paying therefore yearly, and every year, during the ſaid Term of One and Twenty Years, to the ſaid A.B. his *&c.* at or in *&c.* the yearly rent or ſum of *&c.* at two of the moſt uſual Feaſts or Terms of payment in the year: that is to ſay, the Feaſt of *&c.* by even and equal portions. And the ſaid C. D. for himſelf, his *&c.* that the ſaid C. D.

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his &c. or ſome of them, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid A. B. his &c. at or in &c. the ſaid yearly rent of &c. during the ſaid term of &c. on the Feaſt aforeſaid, or within fifteen days next enſuing either of the ſaid Feaſts, by even and equal portions, in manner and form aforeſaid: And that he the ſaid C. D. his &c. or ſome of them, at his and their own proper coſts and charges, ſhall and will from time to time, and at all times hereafter, when and as often as need ſhall require; during the continuance of this preſent Demiſe, well and ſufficiently repair, ſupport, maintain, uphold, hedge, ditch, ſcowre, fence, amend & keep the ſaid Capital Meſſuage or Tenement, and all and ſingular the before-mentioned to be demiſed Premiſſes, and every part and parcel thereof, in, by and with all and all manner of needful and neceſſary reparations, pailing, hedging, ditching, fencing, and amending whatſoever (principal Timber onely excepted) and the ſaid Meſſuage or Tenement, and all and ſingular other the before-mentioned to be demiſed Premiſſes with the appurtenances, being ſo well and ſufficiently repaired, ſupported, maintained, upholden, ditched, hedged, fenced, amended and kept together; with ſuch houſhold ſtuff and appurtenances of houſhold, as are mentioned in a Schedule hereunto annexed, in as good caſe and plight as the ſame now are (reaſonably wearing onely excepted) in the end of the ſaid term of one and twenty years, or other ſooner determination of this preſent Leaſe, ſhall and will peaceably and quietly leave, ſurrender and yield up the ſame unto the ſaid A.B. &c. And alſo that it ſhall and may be lawful to and for the ſaid A. B. his &c. with Workmen and others in his or their company, or without, twice in every year yearly, during the ſaid term or oftner, to come into and upon the before-demiſed Premiſſes, and every or any part thereof, there to view, ſearch and ſee the eſtate and condition of the reparations of the ſame. And upon every ſuch view or ſearch, to give leave or notice in writing at the ſaid demiſed Meſſuage, to or for the ſaid C.D. his &c. of all defaults & lacks of reparations, then & there found, to repair & amend the ſame, within ſix months after ſuch view made, & notice given as aforeſaid, within which time and ſpace of ſix months he the ſaid C.D. &c. doth covenant, promiſe and grant, to & with the ſaid A.B. his &c. by theſe preſents, well and ſufficiently to repair and amend the ſame. And further, the ſaid C.D. for himſelf, his &c. that he the ſaid C.D. his &c. ſhall and will from time to time, and at all times during the continuance of this preſent Demiſe, bear, pay, diſcharge and diſburſe all ſuch Tythes, Church-duties, Taxes, Subſidies, and other payments what-

whatsoever, wherewith the same premisses, and every or any part thereof, shall or may be charged, or liable to pay, during the said term (except the quit-rent due for the said Messuage to the Lord of the Manor of *Harrow*) and thereof shall and will acquit and discharge the said A.B. his &c. and also the said demised Messuage, and Premisses, and every part and parcel thereof; And also that he the said C.D. his &c. shall and will well and truly pay, or cause to be paid unto the said A.B. his &c. the full sum of 10 *l.* of &c. over and above the said yearly rent of &c. for every Acre or Acres of Land, that shall be at any time or times hereafter, during the continuance of this present Demise, ploughed, digged, broken up or carried in the said Closes, called &c. or any of them, or in any other of the said Closes not heretofore digged, ploughed or broken up: and so proportionably, according to the rate of Ten pounds every Acre of Land; and according to the rate, for every Acre or part or parcel of an Acre of Land for every time, every or any Acre or Acres, part or parcel of Acre or Acres shall be so ploughed, digged, or broken up and carried in any of the said Closes, the same to be paid unto the said C.D. his &c. at such days & times as the yearly rent hereby is reserved and appointed to be paid, according to the true intent and meaning of these presents. And further, that neither the said C.D. his Executors, Administrators or Assigns, shall or will at any time or times, during the continuance of this present demise, fell, cut down, lop or top any of the Timber-trees, or any other Trees now standing, growing or being, or which hereafter shall stand, grow, or be in or upon the said demised premisses, or any part thereof, without the good-will and license of the said A.B. his &c. in that behalf first had and obtained in writing, under his or their hands and seals; nor shall demise, grant, let, sell, assign and set over the said demised Messuages, and other the premisses, or any part thereof, or his or their estate or term of years, or any part thereof, of, in or to the same premisses, during the term by these presents granted, to any person or persons whatsoever, except it be by and with the consent and agreement of the said A.B. his &c. in that behalf first had and obtained in writing, under his or their hands and seals. Provided always, and it is covenanted, granted, concluded and fully agreed upon, by and between the said parties to these presents, That if the said A.B. his &c. or any of them, shall at any time or times hereafter, during the said term of 21 years, be minded and desirous to have again, resume and take the said Messuage or Tenement, and all and singular other the before demised premisses, with the appurtenances, into his or their hands and possession, before the expiration of this present

ſent Leaſe: And of ſuch his or their deſire, to give notice in writing unto the ſaid C. D. his &c. at any of the days or times of payment, wherein or whereat the ſaid yearly Rent hereby reſerved is appointed to be paid: That then the ſaid yearly Rent ſhall determain at the end of one whole year next after ſuch notice given, to have again the ſaid Meſſuage, and all other the before demiſed premiſſes: And that then alſo at the next Feaſt, or time of payment, which ſhall be one whole year next enſuing ſuch notice or warning given as aforeſaid, And from thenceforth this preſent Indenture of Leaſe, and every Covenant, Article and Agreement herein contained, ſhall ceaſe, determin, and be utterly void, and of none effect, as if theſe preſents had never been had or made; And that then, and from thenceforth, and at any time or times then afterwards, it ſhall and may be lawful to and for the ſaid A.B. his &c. into all and ſingular the before demiſed premiſſes, and every part thereof, wholly to re-enter, and the ſame to have again, re-poſſeſs and enjoy, as in his or their firſt and former eſtate, any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding. And the ſaid A.B. doth for himſelf, his &c. covenant, promiſe and grant to and with the ſaid C.D. his &c. and every of them, by theſe preſents, That if the ſaid C.D. his &c. or any of them, ſhall at any time or times hereafter, during the time and term by theſe preſents granted, deſire to depart from the ſaid Meſſuage or Tenement, and Premiſſes hereby demiſed, and to ſurrender and yield up the ſame Premiſſes unto the ſaid A.B. his &c. and of ſuch his or their deſire, to give warning in writing under his or their hands to the ſaid A.B. his &c. at the houſe of the ſaid A.B. at any of the Feaſts or Days of payment aforeſaid, one whole year before he or they ſhall depart from the premiſſes: And do and ſhall accordingly ſurrender and yield up the ſaid Premiſſes unto the ſaid A.B. his &c. well & ſufficiently repaired, hedged, hitched, amended, pailed and fenced, as the ſame ought to be; together with the ſaid implements of houſhold, according to the true meaning of theſe preſents, that then upon ſuch warning given and ſurrendred, or other aſſurance made of the premiſſes, as aforeſaid, he the ſaid A.B. his &c. ſhall and will accept the ſame, and take into their hands and poſſeſſion, the ſaid Capital Meſſuage or Tenement, and all other the premiſſes, with their Appurtenances, according to the true intent and meaning of theſe preſents. Provided alſo, if it ſhall happen the ſaid yearly rent, or ſum of &c. or any part thereof to be behind and unpaid, in part or in all by the ſpace of ten days, next over or after any of the Feaſts or Days of payment aforeſaid, wherein the ſame ought to be paid, as aforeſaid, being lawfully demanded, or if

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the ſaid C.D. his &c. do not well and truly obſerve, perform, fulfill, pay and keep all and every the Covenants, Articles, Payments and Agreement in theſe preſents contained, which on his and their parts are and ought to be obſerved, performed, paid, done, fulfilled and kept, that then in any of the ſaid caſes, and from thenceforth at any time after, it ſhall and may be lawful to and for the ſaid A.B. his &c. into the ſaid capital Meſſuage or Tenement, and all and ſingular other the premiſſes, with the appurtenances, and every part thereof wholly to re-enter, and the ſame to have again, retain, re-poſſeſs, and re-enjoy, as in his and their firſt and former eſtate, and the ſaid C.D. his &c. thereout, and from thence utterly to expell, put and amove, this Indenture, or any thing herein contained to the contrary thereof, in any wiſe notwithſtanding. And laſtly, the ſaid A.B. for himſelf, his &c. that he the ſaid C. D. his &c. and every of them, paying the ſaid yearly rent of &c. and paying, doing and performing the covenants, payments, proviſoes and agreements in theſe preſents mentioned, which on his or their parts are or ought to be paid, done, performed & kept, according to the true intent & meaning of theſe preſents, ſhall or may lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs & enjoy the ſaid Meſſuage or Tenement, and all other the premiſſes before by theſe preſents demiſed (except before excepted) for and during all the ſaid term of 21 years before granted, without any lawful let, ſuit, trouble, denial, eviction, interruption or diſturbance of the ſaid A.B. his Heirs, &c. or any of them, or any other perſon or perſons whatſoever, lawfully claiming by, from, or under him, them, or any of them. In witneſs, &c.

An abſolute Bargain and Sale of a Houſe and Land.

THis Indenture made &c. between A. B. of &c. of the one part, and C.D. of &c. of the other part, Witneſſeth, That the ſaid A.B. for and in conſideration of the ſum of &c. to him in hand, at and before the ſealing and delivery of theſe preſents, by the ſaid C.D. well and truly paid, the receipt whereof he the ſaid A.B. doth hereby acknowledge himſelf therewith fully ſatisfied and paid, and thereof, and of every part & parcel thereof, doth clearly acquit, exonerate and diſcharge the ſaid C. D. his heirs, executors and adminiſtrators for ever by theſe preſents, hath given, granted, aliened, bargained, ſold, enfeoffed & confirmed, and by theſe preſents doth fully, clearly & abſolutely give, grant, bargain, ſell, alien, enfeoff & confirm unto the ſaid C.D. his &c. for ever, all that the &c. with all and ſingular its rights, members, juriſdictions & appurtenances, together with all houſes, edifices,

ſices, buildings, barns, ſtables, orchards, gardens, yards, back-ſides, eaſements, lands, tenements, meadows, feedings, paſtures, woods, under-woods, ways, eaſements, profits, commodities, common of paſture, hereditaments & appurtenances whatſoever, to the ſaid meſſuage or tenement and premiſſes, or to any part or parcel of them belonging, or in any wiſe appertaining, all which ſaid meſſuage, lands, tenements, feedings, paſtures, cloſes and hereditaments, with their and every of their rights, members and appurtenances whatſoever, before, in and by theſe preſents mentioned or intended to be granted, are ſituate, lying and being within the Townſhip of H. aforeſaid, in the ſaid County of &c. and now or late in the tenure or occupation of the ſaid A.B. or of his aſſignee or aſſignees, and the reverſion and reverſions, remainder and remainders, of all and ſingular the before mentioned premiſſes, and all rent and rents reſerved upon any grant and grants, demiſe and demiſes made of the premiſſes, or of any part or parcel of them; And alſo all the eſtate, right, title, intereſt, poſſeſſion, property, claim and demand whatſoever of him the ſaid A.B. in or to the ſame, all deeds, writings, evidences, charters, tranſcripts of fines, court-rolls, eſcripts and monuments whatſoever, touching or concerning the premiſſes, or any part or parcel of them, To have and to hold the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes hereby granted, bargained and ſold, or mentioned to be herein, or hereby granted, bargained and ſold, with their and every of their rights, members and appurtenances whatſoever, unto the ſaid C.D. his Heirs and Aſſigns, to the only proper uſe and behoof of the ſaid C. D. his Heirs and Aſſigns for ever. And the ſaid A.B. for himſelf, and his Heirs, &c. the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes before granted, bargained and ſold, with the Appurtenances, unto the ſaid C.D. and his Heirs, to the only proper uſe and behoof of the ſaid C. D. his Heirs and Aſſigns for ever, againſt him the ſaid A. B. his Heirs and Aſſigns, and all and every other perſon and perſons whatſoever, lawfully claiming by, from or under him, them or any of them, ſhall and will warrant, and for ever defend by theſe preſents: And the ſaid A. B. for himſelf, his Heirs, Executors and Adminiſtrators, do covenant, promiſe, grant and agree, to and with the ſaid C. D. his Heirs and Aſſigns, and every of them, by theſe preſents, in manner and form following, that is to ſay; That he the ſaid A. B. at the time of the enſealing and delivery of theſe preſents, is, and untill a good, pure, perfect, and abſolute eſtate of Inheritance, of all and ſingular the before granted premiſſes, and every part thereof, ſhall be fully veſted,

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ſeiled and executed, in and upon the ſaid C.D. and his Heirs, according to the true meaning of theſe preſents, ſhall remain, continue, and be ſeized of, and in the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes, in and by theſe preſents granted, bargained and ſold, with all and every their rights, members and appurtenances, of a good, pure, perfect, and abſolute eſtate of inheritance in Fee-ſimple, without any condition, reverſion, remainder or limitation of any uſe or uſes, eſtate or eſtates, in or to any perſon or perſons whatſoever, to alter, change, defeat, determin or make void the ſame. And that the ſaid A.B. at the time of the enſealing and delivery of theſe preſents, hath full power, good right, and lawful authority, to grant, bargain, ſell and convey and all and ſingular the before hereby granted, or mentioned to be granted premiſſes, with their and every of their Appurtenances, unto the ſaid C.D. his Heirs and Aſſigns, in manner and form aforeſaid. And that he the ſaid C.D. his Heirs and Aſſigns, and every of them, ſhall or may by force and virtue of theſe preſents, from time to time, and at all times for ever hereafter, lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, and all and ſingular the before granted premiſſes, with their and every of their rights, members and appurtenances, and have, receive and take the rents, iſſues and profits thereof, to his and their own proper uſe and behoof for ever, without any lawful let, ſet, ſuit, trouble, denial, interruption, eviction or diſturbance of the ſaid A.B. his Heirs or Aſſigns, or of any other perſon or perſons whatſoever, lawfully claiming, by, from or under him, them, or any of them, or by his or their means, act, conſent, title, intereſt, privity or procurement. And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe from time to time, well and ſufficiently ſaved and kept harmleſs by the ſaid A. B. his Heirs, Executors or Adminiſtrators, of and from all and all manner of former and other gifts, grants, bargains, ſales, leaſes, mortgages, joyntures, dowers, title of dower, ſtatute-merchant, and of the ſtaple, recognizances, extents, judgments, executions, uſes, entails, rents and arrearages of rents, forfeitures, fines, iſſues and amerciaments, and of and from all and ſingular other titles, troubles, charges, demands and incumbrances whatſoever, had, made, committed, ſuffered, omitted or done by the ſaid A.B. his Heirs, or Aſſigns, or by any other perſon or perſons whatſoever, lawfully claiming by, from or under him, them, or any of them, or by, from or under his or their means, act, conſent, title, intereſt, privity or procurement (the rents and ſervices which from hereafter from time to time, for or in reſpect of the premiſſes,

roiſſes, ſhall grow due and payable to the chief Lord or Lords of the Fee or Fees of the premiſſes only excepted and foreprized.) And further, the ſaid A.B. for himſelf, his Heirs, Executors and Adminiſtrators, doth &c. that he the ſaid A. B. his Heirs and Aſſigns, and all and every other perſon and perſons, and their Heirs lawfully having or claiming, or rightfully pretending to have, or which hereafter ſhall or may lawfully have or claim, or rightfully pretend to have any eſtate, right, title, intereſt or demand, into or out of the premiſſes, or any part or parcel of them, by, from or under the ſaid A.B. his Heirs or Aſſigns, ſhall and will from time to time, and at all times, for and during the ſpace of ſeven years next enſuing the date of theſe preſents, at and upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid C.D. his Heirs or Aſſigns, make, do, perform, acknowledge, levy, execute and ſuffer, or cauſe to be made, done, performed, knowledged, levyed, executed and ſuffered all and every ſuch further lawful and reaſonable act and acts, thing and things, device and devices, aſſurance and aſſurances, and conveyances in the Law whatſoever, for the further, better and more perfect aſſurance, ſurety, ſure-making and conveying of all and ſingular the before hereby granted, or mentioned to be granted premiſſes, with their, and every of their rights, members and appurtenances, unto the ſaid C.D. his &c. be it by fine or fines, feoffments or feoffments, deed or deeds, enrolled or not enrolled, the enrollment of theſe preſents, recovery or recoveries, with ſingle or double Voucher or Vouchers, releaſe or confirmation, or by all and every, or any the ways or means aforeſaid, or by any other ways or means whatſoever, as by the ſaid C.D. his &c. or by his or their Council learned in the Laws, ſhall be reaſonably deviſed, adviſed or required, ſo as the ſaid A.B. his &c. or ſuch other perſon or perſons who ſhall be required to make ſuch further aſſurance, be not compelled or compellable to travel further then the Cities of *London* and *Weſtminſter*, or either of them, in or about the making thereof. And laſtly, it is covenanted, granted, concluded, condeſcended unto, and fully agreed upon, by and between the ſaid parties to theſe preſents, for them, their Heirs and Aſſigns by theſe preſents, That all fines, feoffments, recoveries and aſſurances in the Law whatſoever, had, made, levied, knowledged, ſuffered, or done, or hereafter to be had, made, knowledged, ſuffered, levied or done, by or between the ſaid parties to theſe preſents, or any of them, of, for, touching or concerning the ſaid Meſſuage or Tenement, and all and ſingular other the before hereby granted premiſſes, with their rights, members and appurtenances, and and every or any part thereof, ſhall be and enure, and ſhall be con-

conſtrued, eſteemed, adjudged and taken to be and enure, to the only proper uſe and behoof of the ſaid C.D. his &c. for ever, and to none other uſe, intent or purpoſe whatſoever. In witneſs, &c.

A Conveyance of a Mannor and Lands, in conſideration of a Marriage, &c.

THis Indenture made &c. between J.M. of &c. of the one part, and E.F. of &c. and G.M. of &c. of the other part, Witneſſeth, That for the preferment and advancement of P.M. natural Son of him the ſaid J.M. and of the Heirs Males of the ſaid P.M. and for and in conſideration of the great fatherly love and natural affection, which he the ſaid J.M. beareth to the ſaid P.M. his Son, and to the intent and purpoſe that the Mannor, Lands and Tenements hereafter mentioned, ſhall and may be and continue in the ſtock, blood and kindred of the ſaid J.M. and for and in conſideration of a Marriage by Gods permiſſion ſhortly to be had & ſolemnized between the ſaid P.M. and one F. daughter of E.T. of &c. and for divers other good cauſes & conſiderations, him the ſaid J.M. eſpecially moving, it is covenanted, granted and agreed by and between the ſaid parties to theſe preſents; And the ſaid J.M. on his part, for himſelf, his Heirs, Executors and Adminiſtrators, doth by theſe preſents covenant and grant, to and with the ſaid E.F. & G.M. and either of them, and the Executors and Adminiſtrators of them and either of them, that for the the conſiderations aforeſaid, he the ſaid J.M. and his Heirs, and all and every other perſon or perſons now ſtanding or being ſeized, or that hereafter ſhall ſtand and be ſeized of and in all that the Mannor of S. in the County of B. with all and ſingular the rights, members and appurtenances thereof, and of and in all and ſingular meſſuages, tenements, houſes, buildings, orchards, lands, meadows, leaſows, paſtures, feedings, commons, mills, woods, underwoods, advowſons, reverſions, rents, ſervices, waſtes, eſtraies, royalties, liberties, priviledges, juriſdictions, hereditaments, and all other the rights, members and appurtenances whatſoever, to the ſaid Mannor and Lands incident, belonging or in any wiſe appertaining; or accepted, reputed, taken or known, or occupied, demiſed or letten, as part, parcel or member thereof, ſhall from thenceforth ſtand and be ſeized of and in the ſame Mannor, Lands, Tenements, Hereditaments, and all other the Premiſſes, and of and in every part and parcel thereof, with the appurtenances, to the uſes, intents and purpoſes hereafter in theſe preſents mentioned and expreſſed, and to none other uſe, intent or purpoſe whatſoever;

soever: That is to say, unto and for the use of the said J.M. until the said Marriage shall be had and solemnized between the said P. M. and F. and immediately from and after the said marriage so had, to the use of the said P.M. & F. and of the heirs males of the said P.M. on the body of the said F. lawfully begotten: and for default of such heirs males, to the use of the right heirs of the said J.M. for ever. And further the said J.M. doth by these presents covenant and grant for him, his heirs, executors, administrators and assigns, and every of them, to and with the said E.P. and C.M. and either of them, their heirs, executors, administrators and assigns, in manner and form following: that is to say, that the said Mannor, Lands, Tenements and Hereditaments, and all other the premisses, with their appurtenances, now are and be, and at all times hereafter, and from time to time shall and may continue, remain and be clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved and kept harmless, by the said J.M. his heirs, executors, &c. or by some or one of them, at his and their own proper costs and charges, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, joyntures, dowers, titles of dower, uses, wills, entails, rents charge, rents seck, arrerages of rents, titles, recognizances, statutes merchant and of the staple, and of and from all other charges, incumbrances & demands whatsoever, had, made, committed or done by the said J.M. or by his heirs or assigns, or by any other person or persons, or by his or their assent, consent, means, privity or procurement: The rents and services which from thenceforth shall grow due to the chief Lord or Lords of the Fee or Fees of the premisses, and all lawful leases or grants heretofore made or granted of the premisses, or of any part thereof, which shall not continue above four years, or thereabouts, next after the date hereof, whereupon several yearly rents are reserved, amounting in the whole to &c. which shall be yearly payable to the said P.M. and F. and the heirs males of the said P.M. for and during the continuance of the said Leases and Grants, onely excepted and foreprized. And that the said Mannor and Premisses, at the end and determination of the said Leases and Grants, shall remain and from thenceforth shall and may continue and be unto the said P.M. and F. and the heirs males of the said P.M. of the clear yearly value of &c. or thereabouts. And moreover, that he the said J.M. his heirs, &c. shall and will at this time, and from time to time, during the space of one whole year next after the said Marriage had and solemnized, when and as often as he or they, or any of them, shall be thereunto reasonably required, by the said E.F. and G.H. or either of them, their heirs or assigns, or any of them do make, knowledge, levy and execute, or cause and suffer to made, done, knowledged, levied and executed, all and every such further act & acts, thing

thing and things, device and devices, assurance and assurances in the Law whatsoever, be it by deed or deeds, inrolled or not inrolled, fine with proclamation, feoffment, recovery, with voucher and vouchers, release or confirmation with warranty, against the said J.M. & his heirs, or otherwise, or without warranty, or by all or so many of the ways, means and devices aforesaid, or by any other ways or means whatsoever, as by the said E.F. or G.H. or either of them, their heirs or assigns, or by their, or any of their Council learned in the Law shall be reasonably devised, or advised and required, at the costs and charges onely in the Law of the said P.M. for the further, better and more perfect assurance, surety, sure-making and conveying of the said Mannors, Lands, Tenements and all and singular other the premisses, with the appurtenances, in and by these presents mentioned and intended to be conveyed and assured, in manner and form above in these presents declared, & every part and parcel thereof, unto the said E.F. & GH. to the uses, intents and purposes above in these presents mentioned, and to no other uses, intents or purposes whatsoever, In witness, &c.

An assurance of a Joynture made before Marriage, with special Covenants concerning Children by a former Husband.

THis Indenture made &c. Between R.L. of &c. of the one part, and A.B. and J.G. of &c. of the other part, witnesseth, That in consideration of a Marriage shortly to be had and solemnized between the said R.L. and A.H. late wife of &c. deceased, for the future good and advancement of the said A.H. and in testimony of the singular good will & affection which he the said R.L. hath and beareth to the said A.H. and for divers other good & weighty considerations him the said R.L. thereunto especially moving, it is covenanted, granted, concluded and fully agreed upon by & between the said parties to these presents, in manner and form following; That is to say, And the said R.L. for himself, his heirs, executors and administrators, and every of them, doth covenant, promise & grant to and with the said A.B. and J.G. and either of them, and the executors, &c. of them and either of them, by these presents, that he the said R.L. his heirs and assigns, shall and will from and after the feast of S. *Bartholomew* the Apostle, and from and after the said Marriage so had and solemnized, stand & be seized of and in all that the Site or seat of the Rectory or Parsonage of *East-Church*, and of and in all houses and buildings thereupon built, standing or being; And of and in one Field, or Close of Pasture, with the appurtenances thereunto adjoyning, containing together with the said Site of the said Rectory, by estimation 40 Acres, be it more or less; And of & in a parcel of ground called *Harleys Spring*, containing by cir-

eſtimation one acre, *&c.* And of and in one Meadow containing by eſtimation 40 acres, be it more or leſs; And of and in one piece of ground called *Reeds Meadow*, containing by eſtimation 29 acres, be it more or leſs; And of and in one Field called *Frogs-Field*, containing by eſtimation 32 acres, be it more or leſs; And of and in one parcel of Land called *Parſonage Hill-field*, containing by eſtimation 37 acres, be it more or leſs; And of and in all thoſe Lands, Cloſes, Meadows, Feedings and Paſtures, called or known by the name or names of *Stone-pit* and *Stone-pits*, containing in the whole by eſtimation 400 acres, be they more or leſs; And of and in one other piece of Land called *Bercon-field*, containing by eſtimation 29 acres be it more or leſs; And of and in one Cottage with one Rood of Land thereunto belonging, or occupied with the ſame, in which Cottage or Houſe one R.D. did lately dwell: All which premiſſes are ſituate, lying and being in E. aforeſaid, and now are in the occupation of *&c.* And of and in all other the Lands, Tenements, Rents, Services *&c.* of the ſaid R.L. in the ſaid Pariſh of E. in the ſaid County of K. to the only uſe and behoof of the ſaid R.L. and the ſaid A. and of the heirs and aſſigns of the ſaid R.L. for ever, for the Joynture of the ſaid A. if the ſaid A. ſhall happen to ſurvive and over-live the ſaid R.L. And the ſaid R.L. doth covenant and grant for himſelf, his *&c.* by theſe preſents, to and with the ſaid A.B. and J.G. and either of them, and the heirs, executors and adminiſtrators of them and either of them, in manner and form following; That is to ſay, That he the ſaid R.L. his heirs, executors, adminiſtrators and aſſigns, ſhall and will at all time and times hereafter, and from time to time, ſufficiently ſave and keep harmleſs and indemnified the ſaid Site, Lands, Tenements and Hereditaments, and all other the premiſſes, and every part and parcel thereof, of and from all former & other bargains, ſales, gifts, grants, leaſes, ſtatutes merchant and of the ſtaple, recognizances, &c. and of and from all other charges, troubles & incumbrances whatſoever, had, made, committed or done by the ſaid R.L. or by any other perſon or perſons whatſoever, by his means, title, conſent or procurement (the rent and ſervices from thenceforth to grow due to the chief Lord or Lords of the Fee or Fees of the premiſſes, onely excepted and fore-prized) and that the ſaid Site, Lands, Tenements and other the premiſſes, now be of the clear yearly value of 200 *l.* over and above all charges and reprizes. And further, that the ſaid R.L. and all and every other perſon and perſons, and his and their heirs lawfully having claiming, or rightfully pretending to have any eſtate, right, title or intereſt, of, in or to the ſaid Site, Lands, Tenements, and all other the premiſſes, or any part or parcel thereof, by or from the ſaid R.L. ſhall and will from time to time, and at all times hereafter, during the ſpace of two years next

ensuing the date hereof, further do, make, acknowledge and execute all and every such other reasonable act and acts, thing and things, device and devices, assurance and assurances in the Law whatsoever, as by the said A.B. and J.G. or either of them, or the executors or assigns of either of them, or their or any of their Council learned in the Law, shall be reasonably devised or advised, and at the cost and charges of the said R.L. his &c. for the better and more perfect assuring and making sure of all and singular the premisses to the said A. for term of her life only, in form aforesaid; so that there be not any other or further warranty therein comprized, than only against the said R.L. and his heirs. And further, it is covenanted, granted and agreed by and between the said parties to these presents, and the said R.L. doth covenant &c. to and with &c. that all feoffments, fines, conveyances and assurances to be had, made, knowledged, done, suffered or executed by the said R.L. during the life of the said A.H. shall be to the uses, intents and purposes aforesaid, and to none other, &c. And further, that she the said A. from and after the decease of the said R.L. during her natural life, shall or may have, hold and quietly enjoy the said lands, tenements, rents, reversions, services, and all other the premisses, without any lawful let, suit, trouble, eviction, interruption or disturbance of the heirs and assigns of the said R.L. or of any other person or persons whatsoever, lawfully claiming by, from or under the said R.L. his &c. And further, it is covenanted, &c. by & between the &c. and the said R.L. doth covenant &c. in manner &c. that he the said R.L. his &c. shall not at any times or time hereafter, inter-meddle with, have, receive, or take the portion or portions, legacy or legacies, sum or sums of money, pertaining or belonging, given and bequeathed, due or to be due to W.H. T.H. and J.H. the children of the said &c. or any of them, or with the increase and profits thereof, or by reason of the same arising, coming or growing, or that shall hereafter arise, come or grow of the same, or any part or parcel of the same increase, other then such parcel thereof as by covenant hereafter in these presents expressed, is yearly to be paid unto the said R.L. or his assigns, for and towards the charges of bringing up the said children, but shall permit and suffer the said J.G. to have the ordering and disposing of the said increase and profits coming of the portions aforesaid, for the benefit of the said children, by the appointment of the said A. and that the said R.L. shall upon reasonable request deliver, or cause to be delivered to the said J.G. all such Bonds and Obligations wherein any person or persons are or stand bound unto the said A. for, touching and concerning the portions of the said children, or otherwise, as shall come to the hands and possession of the said R.L. and make, seal and deliver to the said J.G. such letter or letters

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of Attorney, for the recovery of the sums of money contained in the same Bonds and Obligations, or any of them, as by the Counsel learned of the said J.G. shall be thought meet and convenient, and by the said J.G. required, for and to the use of the said children; And that he the said R.L. shall not release or discharge the said Bonds or Obligations, or any of them, without the consent and agreement of the said J.G. nor revoke or countermand the said Letter of Attorney: And that the said R.L. shall permit and suffer the said A. and give his assent that she shall make a Will, and by the same to give and bequeath at her liberty and pleasure, the sum of 500*l.* and shall not counter-mand or revoke the same. And that if it shall happen the said A. to die, leaving the said R.L. that he the said R.L. his executors, &c. shall well & truly content, &c. or cause &c. the said Legacies, or so much of them as shall not exceed the said sum of 500*l.* within one year next after the decease of the said A. at the Mansion-house of the said R.L. in T. aforesaid. And further, it is covenanted, granted, *&c.* between the *&c.* and the said J.G. for himself, his heirs, &c. doth covenant and grant to and with the said R.L. his executors, &c. in manner and form following; that he the said J.G. or his assigns, shall yearly, from and after the said Marriage so had and solemnized as aforesaid, and during so long time as the said children, or any of them, shall be at the finding and providing for of the said R.L. well and truly content &c. or cause &c. to the said R.L. or his assigns, for every of the said children so being &c. the yearly sum of &c. at the feasts of &c. by even and equal portions, out of the increase and profits of their respective portions, as aforesaid; and that he the said J.G. shall imploy and bestow the residue of the increase and profits, which shall come or grow of the said portions or stocks from time to time, in such sort and manner as the said A. shall appoint, for the further benefit and condition of the said children; and then he the said J.G. shall from time to time, when he shall be thereunto required by the said A. yield and make unto the said A. a just true and perfect account of the said increase of profits, coming or arising of the portions aforesaid. In witness, &c.

A Condition where one buyeth Lands, the seller is bound that the Land is free from Incumbrances.

THE Condition *&c.* That whereas the within-bounden A.B. hath bargained and sold unto the within-named C.D. and his heirs for ever, all that his messuage or dwelling-house, lands, feedings, meadows, pastures, rents, profits, and other hereditaments whatsoever thereunto belonging, with their appurtenances, scr. lying and being in the Town and Field of &c. in the County of &c. If there

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fore the ſaid meſſuage or dwelling-houſe, lands, and all other the premiſſes, and every part and parcel thereof, at the day of the date within-written, be clearly diſcharged of and from all and all manner of former & other gifts, grants, leaſes, bargains, ſales, joyntures, dowers, rights and titles of dower, rents, arrerages of rents, ſtatutes marchant and of the ſtaple, feoffments, annuities, &c. and of and from all other titles, charges and incumbrances whatſoever, had, made, done, committed, or ſuffered, or to be had, made, done, committed, or ſuffered by the ſaid A.B. his heirs or aſſigns, or by any other perſon or perſons, by his, their or any of their means, act, title, conſent, aſſent or procurement, (the rents and ſervices which from the day of the date within-written ſhall grow due to be paid and performed to the chief Lord or Lords of the Fee or Fees of the premiſſes only excepted) That then &c. or elſe &c.

A Counter-Condition to ſave harmleſs from two ſeveral Obligations.

THe Condition, &c. That whereas the above-named W.H. at the ſpecial inſtance and requeſt, and for the proper debt of the above-bound W.C. together with the ſaid W. and G.P. of &c. by one obligation of the date above-written, is and ſtandeth bound to R.W. of &c. in the ſum and penalty of &c. of lawful &c. with Condition endorſed, for the true payment of &c. of like money, at or in the &c. on the &c. next coming after the date of the ſaid Obligation, as by the ſame Obligation and Condition thereof, more at large appeareth. And whereas alſo the ſaid W.H. at the like inſtance and requeſt, and for the only debt of the ſaid W.C. together with the ſaid W. and the ſaid J.P. by one other Obligation bearing date the &c. is and ſtandeth bound to R.K. of &c. in the ſum and penalty of &c. with Condition for the true payment of &c. of like money at or in the &c. on the &c. next coming after the date of the ſaid laſt mentioned Obligation, as by the ſame laſt recited Obligation and Condition more at large alſo appeareth. If therefore the ſaid W.C. his executors, &c. or any of them, do and ſhall truly pay or cauſe to be paid to the ſaid R.W. his executors, &c. the ſaid ſum of &c. and to the ſaid R.K. his executors, &c. the ſaid ſum of &c. on the ſeveral days, and at the ſeveral places above-mentioned, according to the Conditions of the ſaid recited Obligation, and for the diſcharge and making void of the ſame Obligation without fraud or delay, That then &c. or elſe &c.

Another Counter-Condition.

THe Condition, &c. That whereas the above-named G.S. at the requeſt, and for the debt of the above-bound R. C. together

written,

written, is and ſtandeth bound to W.C. of &c. in the ſum and penalty of 26*l.* of lawful &c. with condition thereunder-written for the true payment of 13*l.* 6*s.* 8*d.* of like money as or in the &c. in manner and form following, *viz.* on the 24 of *Decemb.* next coming after the date above-written, 2*l.* 6*s.* 8*d.* thereof, on the 24 of *March* then next enſuing 2*l.* more thereof, on the 24 of *June* then next following 2*l.* more thereof, on the 29 of *Septemb.* then next enſuing, 2*l.* more thereof, on the 25 of *Decemb.* which ſhall be in the year of our Lord God 1630. 2*l.* more thereof, on the 25 of *March* then next enſuing 2*l.* more thereof, and on the 24 of *June* then next following 20*s.* reſidue of the ſaid ſum of &c. as by the ſaid Obligation and Condition more at large appeareth. If therefore the ſaid R. his executors, &c. or any of them, do well and truly pay, or cauſe to be paid unto the ſaid W.C. his executors, &c. the ſaid ſum of 13*l.* 6*s.* 8*d.* of lawful money of *England*, at or in the place above-mentioned, in ſuch manner as the ſame is above expreſſed and limited to be paid for the diſcharge and making void of the ſaid recited Obligation, without fraud or further delay, That then this Obligation to be void and of none effect, but if default ſhall be made in any of the ſaid payments, in part or in all, that then this Obligation to ſtand and abide in full power, ſtrength and virtue.

A Condition for a Brewers Clerk.

THE Condition of &c. That whereas the within-named J. D. hath before the day of the date within-written, entertained into his ſervice the within-bound J.H. to ſerve in the room, place or office of a Dray-Clerk or Beer-Clerk; If therefore the ſaid J. H. doth and ſhall during the time of his ſervice in the ſaid office or place carefully and diligently uſe and imploy himſelf, and his beſt endeavour in the ſaid room or office, and do once in every week weekly during the continuance of his ſervice in the ſaid office, make and give to the ſaid J.D. his &c. a true juſt & perfect accompt in writing, at the Meſſuage or Beer-houſe of him the ſaid J.D. ſituate, &c. of all ſuch Beer, Goods and Money of the ſaid J.D. as by any ways or means ſhall come to the hands, charge, cuſtody or poſſeſſion of the ſaid J. H. And likewiſe do from week to week, upon every Monday weekly, during the ſaid term, at the place aforeſaid, content and pay unto the ſaid J.D. his Executors or Aſſigns, all ſuch ſum and ſums of money as the ſaid J.H. ſhall have received of any perſon or perſons whatſoever, due or any wiſe belonging unto the ſaid J.D. his Executors or Aſſigns: And further, if the ſaid J.H. do not deliver on truſt to any Cuſtomer or Cuſtomers, or any other perſon or perſons now not ſerved by the

ſaid

said J.D. above four barrels of Beer at the most, before such time as he shall have made the said J.D. acquainted therewith, and of what estate and condition all and every such new Customers are of, and also shall have the consent of him the said J.D. thereunto; And further, if the said J. H. do not depart from the service of him the said J.D. his executors, administrators or Assigns, before such payment and satisfaction shall be made by him the said J. H. unto the said J. D. his executors, &c. of all such goods, arrearages, debts, sum and sums of money, as he the said J.H. shall be found to be indebted unto the said J.D. his Executors or Assigns, or any of them, and if in case it shall happen the said J.H. to dye or depart this life during the continuance of the said office or place of Beer-Clerk to the said J.D. his executors or assigns, Then if the executors, administrators or assigns of the said J. H. do or shall, (within one month next ensuing after the decease of the said J.H.) well and truly satisfie and pay, or cause to be satisfied and paid unto the said J. D. his executors, administrators or assigns, at the said Brew-house, all such arrearages, debts, sum and sums of money as the said J. H. shall be found indebted, and to owe unto the said J.D. his executors or assigns, or any of them, at the time of such decease of him the said J. H. without fraud or coven. That then this &c. or else to &c.

FINIS.

PART II.

A Deed of Joynture, whereby Tho. N. *in consideration of a Marriage intended, between* Tho. *his Son, and* Sarah Mer. *granteth and infeoffeth Lands to friends in trust under a Proviso, to be void upon Assurance of other Lands by* John N. *Heir of* Thomas *the Father of* , *good value, and to the like uses.*

THis Indenture made the first day of *June*, in the year of our Lord God, according to the computation used in *England*, between T. N. of, *&c.* of the one part, and I. I. H. E. and S. R. of the other part, witnesseth, That the said T. N. for and in consideration of Marriage already agreed upon, and shortly by Gods grace to be had and solemnized between T. N. second Son of the said T. N. and *Sarah* M. single woman, daughter of M. N. late of, *&c.* deceased, and for the love and affection which he beareth to his said Son, and for a competent Joynture to be had and provided to and for the said *Sarah*, and for provision of maintenance for her, and for setling the inheritance of the Lands and Tenements hereinafter mentioned to such use and uses, and upon such trusts and confidence, as are herein declared, limited or expressed, and for divers other good considerations him moving, hath granted, enfeoffed, released and confirmed, and by, *&c.* unto the said I. I. H. and R. and to their heirs and assigns for ever, all that Messuage or Tenement with the appurtenances situate, *&c.* and one yard land, Meadow, or Pasture to the said Messuage or Tenement belonging, that is to say, one Close, *&c.* and also all Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Back-sides, Courts, void Grounds, Lands, Meadows, Leasows, Feedings, Pastures, Commons, Woods, Under-woods, Trees, Hedges, Rowes, Ways, Waters, Ponds, Pools, Fishings, Fishing-places, Profits, Commodities, Hereditaments and Appurtenances

whatsoever, to the said Messuage, Tenement, Yard-land and premisses, or any part or parcel thereof, now, or at any time heretofore belonging or appertaining, and all rents, reversions, remainders and services of the said premisses, and every part thereof, to have and to hold the said Messuage or Tenement, and all and singular other the premisses before mentioned, meant, or intended to be granted, infeoffed and confirmed, and every part and parcel thereof, with the appurtenances to the said I. I. H. E. and S. R. to their heirs and assigns for ever, to the only use, intents and purposes, hereafter in these presents limited, expressed and declared; and to none other use, intent or purpose: (that is to say) to the use and behoof of the said I. I. H. E. and S. R. and of their heirs, until the solemnization of the said marriage, between the said T. N. the son, and *Sarah* the M. and from and after the solemnization of the said marriage to the use and behoof of the said I. I. H. E. and S. R. and of their heirs, for and during the natural life of the said *Sarah*, and from and after the decease to the use and behoof of the said T. N. her son, for and during the term of his natural life; and from and after the death of the said *Sarah* M. and T. N. to the use and behoof of the heirs of the body of the said *Sarah* M. by the said T. N. the son, begotten, and to be begotten, and for default of such heirs, to the use and behoof of the said T. N. the son, and of the heirs of his body, and for default of such heirs, to the use of the said T. N. the Father, and of his heirs and assigns for ever; and the said T. N. the father, for himself, his heirs, executors and administrators, and every of them, doth covenant, promise and grant, to and with the said I. I. H. E. and S. R. and every of them, their and every of their heirs and assigns by these presents, that he the said T. N. the father, at the time of the ensealing and delivery thereof, is the true and lawful owner of the Messuages, Tenement and Premisses, and every part thereof, and of and in the same and every part and parcel lawfully and rightfully seized of a good estate of inheritance in Fee-simple; and also that he the said T. N. the father, at the time of the ensealing and delivery hereof, hath full power, good right, and lawful authority, to grant, convey and assure the said premisses, and every part thereof, to the said I. I. H. E. and S. R. their heirs and assigns, in manner and form aforesaid, according to the true intent and

meaning

meaning thereof; and that the ſaid Meſſuage, Tenement and premiſſes, and every part and parcel thereof, with the appurtenances, now be and are, and ſo from time to time, and at all times hereafter for ever ſhall or may be, remain and continue unto the uſes, intents and purpoſes aforeſaid, and according to the true intent and meaning hereof, clearly acquitted and diſcharged of and from all and all manner of former and other bargains, ſales, gifts, grants, leaſes, morgages, joyntures, ſtatutes, recognizances, judgements, extents, and of and from all other titles, charges, troubles and incumbrances whatſoever, had, made, done, committed or ſuffered to be done, by him the ſaid T. N. the father, or by any other perſon or perſons whatſoever, except one Indenture of Leaſe bearing date, &c. made and granted of the premiſſes by T. H. to the ſaid N. H. and M. his wife, and to M. their Daughter for term of their lives, ſucceſſively one after another, at and under the yearly rent of Forty ſhillings of lawful money of *England*, quarterly to be paid by even portions, and alſo except one other Leaſe or Indenture, bearing date, &c. made and granted of the ſaid premiſſes by the ſaid T. N. the father of G. M. &c. for one thouſand years, with a proviſo, to be void upon payment made of certain ſums of money, at certain times therein mentioned, whereof only one day is paſt, and the money then due is paid, and without any let, interruption, challenge, claim, diſturbance or incumbrance, of or by him the ſaid T. N. the father, or his heirs, and without any lawful let or interruption, challenge, claim, diſturbance, or incumbrance, of or by him the ſaid T. N. or any other perſon or perſons, claiming or to claim, by or under him, or his eſtate, right, title or intereſt, except ſuch as ſhall or may claim by or under the Leaſes before excepted, or either of them, and for the term thereby granted only: and the ſaid T. N. the Father, doth further for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe and grant, to and with the ſaid I. I. H. E. and S. R. and every of them, their heirs and aſſigns by theſe preſents, that he the ſaid T. N. the Father, and his heirs, and all and every other perſon and perſons lawfully claiming, or to claim, by or under him (except ſuch as ſhall or may claim by or under the Leaſes before excepted) ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the coſt and charges in the Law of the ſaid I. I.

H. E. and S. R. or any of them, their heirs or assigns, make, do and execute all such further acts, things and assurances, for the further and better assuring the said premisses, and every part thereof, to the uses, intents and purposes aforesaid, as by them the said I. I. H. E. S. R. or any of them, their heirs or assigns, shall be in that behalf reasonably devised or advised and required, and that all fines and other assurances, at any time hereafter to be had, levied or executed of the premisses, or any part thereof shall be, and shall be deemed, adjudged and taken to be, to and for the uses, intents and purposes in these presents mentioned, limited and declared, and it is expressed and declared by all the said parties, that the said estate for the life of the said *Sarah*, limited to the said I. I. H. E. S. R. as aforesaid, is so limited upon special trust and confidence in them reposed, that they and every of them, their heirs and assigns respectively, to whose hands or custody any of the rents, issues or profits of the said premisses shall come, during the life of the said *Sarah*, shall from time to time pay, deliver, dispose and employ the same rents, issues and profits, and every part thereof, either to the said *Sarah* her self, or to such other person and persons, use or uses, as she the said *Sarah* shall by any writing under her hand from time to time, limit or appoint: provided always, and it is nevertheless covenanted and granted by and between the said parties, that in case *John* N. son and heir apparent of the said T. N. the father, shall within seven years next ensuing the date hereof, at his own proper costs and charges, well and sufficiently convey or assure, or cause to be conveyed and assured by good and sufficient ways and means in the Law, to the said I. I. H. E. S. R. and to their heirs, or to the Survivor or Survivors of them, and to his or their heirs, to and for, and upon the like uses, intents, trusts, confidences and purposes, as are before herein limited, expressed and declared messuages, lands, and tenements, situate, lying or being in, *&c.* and which shall be of as much more clear yearly value, as the said Messuage, Tenement and Premisses hereby mentioned, meant or intended to be granted, and of every part thereof shall be then worth, that then from and after such conveyance and assurance, passed and perfected, the use and uses, trusts and confidences, herein before limited and expressed, shall cease, determine and end, and then, and from thenceforth, they the said I. I. H. E. and S. R. and their heirs, shall stand and be

seized

ſeized of and in the ſaid Meſſuage, Tenement and Premiſſes hereby mentioned, meant or intended to be granted, and of every part thereof, to the uſe and behoof of him the ſaid I. N. his heirs and aſſigns for ever, and to no other uſe, intent or purpoſe whatſoever, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. In witneſs, *&c.*

A Charterparty of Affreightment.

THis Charterparty of Freightment indented, made the, *&c.* by R. H. and A. N. owners of the good Ship called the H. of *London*, of the burthen of, *&c.* now riding in the River of *Thames* (whereof is Maſter under God I. P.) of the one part, and H. S. of the other part, witneſſeth, That the ſaid owners have granted and letten to freight to the ſaid H. S. the aforeſaid Ship; and that the ſaid H. S. hath hired her for a Voyage to be made with her by Gods grace in manner and form following, *viz.* the ſaid owners, covenant and grant by theſe preſents, to and with the ſaid H. S. his, *&c.* that the ſaid Ship, with the firſt and next good wind and weather that God ſhall ſend after the firſt day of, *&c.* ſhall depart from the ſaid River of *Thames*, and directly ſail to B. in the Realm of *France*, with ſuch goods, wares, and merchandizes, as the ſaid H. his Factor or Aſſigns, before the ſaid Feaſt day of, *&c.* next coming, ſhall think good to charge and lay in her, *viz.* ſo much as ſhe may reaſonably carry, and being arrived and come to the ſaid Port of B. or ſo nigh to the ſame, as ſhe ſafely and conveniently may come, ſhall there tarry by the ſpace of thirty days next after her arrival, as well there to diſcharge and unlade ſuch goods and merchandizes, as ſhall be ſo freighted and laden in her, as aforeſaid, as alſo to receive her full lading of ſuch goods, wares and merchandize, as the ſaid H. S. his Factor or aſſigns ſhall think good, *viz.* as much as ſhe may reaſonably carry, within which time and days above limited and appointed, the ſaid H. S. covenanteth and granteth by theſe preſents to diſcharge and relade, or cauſe to be diſcharged and reladed the aforeſaid Ship, in manner and form aforeſaid. Which Ship ſo being able, the ſaid owners covenant and grant by theſe preſents, that ſhe ſhall with the firſt and next good wind and weather, next after that ſhe ſhall be reladen, as aforeſaid, depart and return from B. aforeſaid, and by Gods grace

directly ſail, and come to the Port of *London*, or as nigh the ſame as ſhe can ſafely come, where ſhe ſhall tarry by the ſpace of, *&c.* after her arrival there, to make her right diſcharge. And the ſaid H. S. covenanteth, *&c.* within the ſpace of, *&c.* next after the arrival of the ſaid Ship at the Port of the City of *London*, as well to receive, or cauſe to be received the Ships lading, as alſo to content and pay, or cauſe to be paid unto the ſaid owners, their executors or aſſigns, the ſum of, *&c.* for the freight and lading of the ſaid Ship, both outwards and homewards, at the place of the right diſcharge of the ſaid Ship, together with average, poynage, and petty lodenage, and all other duties due and accuſtomed, according to the uſe of Eaſtern Ships: And the ſaid owners covenant and grant by theſe preſents, to warrant and prepare the ſaid Ship, ſtrong and ſtanch both above and beneath, and well and ſufficiently tackled and apparelled with maſts, ſails and ſail-yards, anchors, cable-ropes, cords, guns, powder, ſhot, and all other inſtruments, munitions, artillery, furniture, tackling and apparel, neceſſary and convenient for ſuch a Ship, with an able Maſter, eleven men and a boy, which ſhall be ready at all times convenient, with the boat of the ſame Ship, to ſerve the ſaid H. S. his Factors and Aſſigns, to and from Land during this preſent Voyage aforementioned. And to the obſerving of all and ſingular the covenants, grants, articles, deliveries, receipts and agreements, and all other things above rehearſed, which on the part and behalf of the ſaid owners are to be obſerved and kept in form aforeſaid, the ſaid owners bind them and either of them, their executors, goods, and eſpecially the ſame Ship with his freight, tackle and apparel, to the ſaid H. S. his, *&c.* in the penalty of, *&c.* well and truly by theſe preſents to be paid. And likewiſe to the obſerving of all and ſingular the covenants, grants, articles, deliveries, receipts, payments and agreements, and all other things above rehearſed, which on the part and behalf of the ſaid ſaid H. S. are to be obſerved and kept in form aforeſaid, the ſaid H. S. biudeth himſelf, his executors, and goods, whatſoever they be, and whereſoever they may be found, to the ſaid owners and their executors, in the penalty of, *&c.* well and truly to be paid by theſe preſents. In witneſs, *&c.*

A Transport of Goods in a Ship.

TO all, *&c.* I A.P. of, *&c.* send greeting, *&c.* Whereas I the said A. P. in the month of, *&c.* last past, did lade in the Port of *London* of my own proper goods, and for my own proper use and accompt into and aboard the good Ship called, *&c.* wherein one T. C. was then Master, for and during her then intended Voyage, so much, *&c.* to the intent and purpose, that all the aforesaid Kersies and Cloth, should be transported for and in trade of Merchandize, in and with the said Ship (amongst other her lading) in her Voyage then intended to be made to *Constantinople*, and other places beyond the Seas, and within the *Streights* of *Gibralter*, and to return again into the Port of *London*. Now know ye, That I the said A. P. for and in consideration of the sum of, *&c.* by F. L. of, *&c.* to me paid, whereof I acknowledge the receipt by these presents: Have given, granted, alienated, bargained, sold, transferred, assigned and set over, and by these presents do absolutely give, grant, alien, bargain, sell, transfer, assign and set over unto the said F. L. as well all and every the said Kersies and Cloths aforesaid, which are laden into the said Ship, for the use, accompt or behoof of me the said A.P. as afore is mentioned; As also all and every such adventure and adventures, sum and sums of money, goods, wares, merchandize and encrease whatsoever, which is or shall be returned, had, gained or gotten, by reason or in respect of the said Kersies and Cloths, so laden outward, as aforesaid, or for or in respect of any part or parcel thereof, in any manner of wise, to have, hold, take receive and enjoy all the payments aforementioned, to be hereby given, granted, alienated, bargained, sold, transferred, assigned and set over, and every part and parcel thereof, to the said, *&c.* to his and to their own proper use and uses, to his and their own proper goods, from henceforth freely for ever, and to the intent and purpose that the said F. L. his, *&c.* may the better have, receive and enjoy all the Goods, Merchandizes and Premisses afore hereby granted, bargained, sold, assigned and set over, and every part thereof, according to the true meaning and purport of these presents, I the said A. P. do hereby make, authorize and appoint him the said, *&c.* my true and lawful Attorney irrevocable in my name

and ſtead, but to his own uſe to do, execute, &c. all and every act, matter and thing whatſoever, touching or concerning the premiſſes, or any part thereof, in as ample manner, &c. giving, and by theſe preſents granting, &c. and I do hereby covenant, &c. to ratifie all and whatſoever &c. Covenants for quiet enjoying, without any let, reclaim, &c. and to do any further act, &c. but the ſaid F. L. to abide the hazard at Sea. In witneſs, &c.

A Deed of Gift in conſideration of the diſcharging of Debts.

TO all, &c. I L. W. of, &c. ſend greeting. Whereas I am indebted, and do owe unto divers perſons divers ſums of money, which I cannot ſatisfie, or make payment of, as my ſaid Creditors do deſire, by reaſon many debts are owing unto me; And whereas my loving friends, &c. have undertaken to give ſatisfaction to my ſaid Creditors for my ſaid debts owing, as aforeſaid: Know ye, That I the ſaid L. W. for and towards the indemnity and ſaving harmleſs them the ſaid, &c. for and concerning the payment of the ſaid debts, have given and granted, and by theſe preſents do, &c. unto the ſaid, &c. all and every ſuch ſum and ſums of money goods, chattels and debts, as I now have and am poſſeſſed of, and which are due, owing, or payable unto me in the hands or cuſtody of any perſon or perſons whatſoever, mentioned in a Schedule or Inventory to theſe preſents annexed; To have, hold, receive, take and enjoy the ſaid goods, chattels, credits, ſum and ſums of money, unto the ſaid, &c. their executors and adminiſtrators, to their and every of their uſe and uſes, and as their and every of their own proper goods for ever, abſolutely, without any reclaim, challenge or contradiction of any perſon or perſons whatſoever. And I have ſet and put the ſaid, &c. in full and peaceable poſſeſſion of all and every the premiſſes, by the delivery unto them of a piece of money, called Six-pence, fixed in the ſeal hereof. And for the better recovery of the ſaid debts, I the ſaid I. W. have made, ordained and authorized, and by theſe preſents conſtitute and appoint the ſaid, &c. and every of them, to be my true and lawful Attorney irrevocable in the name of me, my, &c. but to and for, &c. to ask, ſue for, levy, recover and receive all and every ſuch goods, chattels, credits, debts, ſum and ſums of money, as are in theſe preſents, and in the ſaid Schedule ſpecified; And all and every the debtor and debt-

ors,

ors, detainers and detainers thereof, or of any part thereof, to ſue, implead and proſecute by due courſe of Law in any Court of Record or Equity: giving, and by theſe preſents granting, &c. my full power, ſtrength, &c. (as in a Letter of Att.) A Covenant for allowing and juſtifying all actions, &c. without any non-ſuit, retraxit, or other act or thing, or without any account, &c. and to make further Letters of Att, and aſſurance for the recovery of the premiſes, to the true performance whereof I bind me, my, &c. to the ſaid his, &c. in the ſum of, &c. firmly by theſe preſents. In witneſs, &c.

A Deed of Gift of Goods of Warranty.

TO all, &c. I A.B. &c. ſend greeting: Know ye, That I the ſaid A.B. being of a good and perfect mind, and without fraud or deceit, for divers good cauſes and conſiderations me hereunto moving, have given, granted and confirmed, and by theſe preſents, do give, grant and confirm unto, &c. All and ſingular my goods, chattels, implements, debts, bills, bonds, ſpecialties, neceſſaries, ſums of money, and other things whatſoever, as well moveable, as immoveable, of what nature, kind or quality ſoever they be, and in whoſe hands, cuſtody, poſſeſſion, governance or keeping, or whatſoever place or places they be or may be found, as well on this ſide, as beyond the Sea. To have and to hold, levy, perceive, uſe, receive and enjoy all and ſingular the ſaid goods, chattels, implements, credits, debts, ſpecialties, ſums of money, and all other the premiſſes, with all and ſingular their appurtenances unto the ſaid C. D his, &c. to the only proper uſe and behoof of the ſaid C. D. his, &c. for euer. Freely, peaceably and quietly, without any manner of reclaim, challenge or contradiction of me the ſaid A. B. my, &c. or of any other perſon or perſons, by any means, title or procurement in any manner or wiſe, and without any account, reckoning, or anſwer therefore to me, or any in my name, to be given, rendred or done in time to come; So that neither I the ſaid A. B. my, &c. nor any other perſon or perſons by us, for us, or in our names, or in the name or names of us, or any of us, at any time or times hereafter, may ask, claim, challenge or demand in or to the premiſſes, or any part thereof, any intereſt, right, title, uſe or poſſeſſion,

ſion, but from all action of right, title, claim, intereſt, uſe, poſſeſſion and demand thereof, we and every of us to be utterly excluded, and for ever debarred by theſe preſents. And I the ſaid A. B. my, *&c.* all the ſaid goods, chattels and other things above mentioned, with their appurtenances, unto the ſaid C. D. his, *&c.* to the uſe above ſaid, againſt all people will warrant and defend by theſe preſents, of which ſaid goods, chattels and other things, I the ſaid A. B. have put the ſaid C. D. in peaceable poſſeſſion, by the delivery of Six pence, which I have paid and delivered to the ſaid C. D. the day of the date hereof. In witneſs, *&c.*

A Deed of Gift.

TO all, *&c.* I A. B. *&c.* ſend greeting, *&c.* Know ye, That I the ſaid A.B. for the love, good will and affection, which I have and bear towards my loving friend C. D. of, *&c.* have given and granted, and by theſe preſents do freely, clearly and abſolutely give and grant unto ſaid C D. his, *&c.* all and ſingular my goods, ware, houſhold-ſtuff, plate, jewels, ready money, leaſes, chattels, implements, and all other things alive or dead whatſoever, as well moveable as immoveable, both real and perſonal, whatſoever they be, and in whoſe hands, cuſtody or poſſeſſion ſoever the ſame, or any of them, or any part thereof, can or may be found remaining and being, as well in the meſſuage or tenement, with the appurtenances, wherein I do dwell, as in any other place or houſe whatſoever within the, *&c.* To have and to hold all the ſaid goods, chattels, houſhold-ſtuff, implements, and all other the premiſſes, unto the ſaid his, *&c.* from henceforth, to his and their own proper uſe, and as his and their own proper goods, for ever abſolutely without any manner of condition, *&c.* And I the ſaid A. B. have ſet and put, *&c.* In witneſs, *&c.*

Note.

If a Deed of Gift be made of money owing to the Donor, let there be a Letter of Attorney comprehended therein.

If the Deed be made of good Chattels in conſideration of a Debt, let there be a Covenant in the ſame Deed, that the Donor ſhall permit the Donee to come into the houſe, or any other place where the goods be, quietly and peaceably

peaceably to receive and carry away the ſame to the uſe of the Donee.

If that there be an Inventory of parcels annexed to the Deed, let there be a Covenant in the Deed, that the ſame Goods and Chattels ſhall not be waſted, and that they are free from any former gifts or incumbrances at the enſealing, by a peny fixed in the ſeal, or ſome part of the ſaid Goods. But aſſurance for debt of Goods and Chattels, is beſt to be done by bargain and ſale, indented with an Inventory.

A Covenant that the Leſſor ſhall ſeal a new Leaſe, and in the interim the Leſſee to enjoy, though the old Leaſe be ſurrendred.

TO all. *&c.* I B. H. ſend greeting: Whereas I. M. at the requeſt of me the ſaid B. H. and for the conſideration hereafter ſpecified, hath granted and ſurrendred by his writing, bearing date with theſe preſents, one Indenture of Leaſe bearing date the, *&c.* and all the right, intereſt, and term of years, which he the ſaid I. M. now hath, or of right out to have of, in and to, *&c.* in the ſaid Indenture of Leaſe, ſpecified by me the ſaid B. H. unto him the ſaid I. M. demiſed for the term of, *&c.* and for the rent of, &c. payable quarterly. Now know ye, That I the ſaid B. H. for me, my executors and adminiſtrators, do covenant and grant to and with the ſaid I. M. his *&c.* and to and with every of them by theſe preſents, that I the ſaid B. H. my, *&c.* in conſideration of the ſaid ſurrender of the ſaid Leaſe and premiſſes, and for other good conſiderations me moving, ſhall and will at the coſt and charges of me the ſaid B. H. my, *&c.* at or before, *&c.* make, ſeal, and in due form of Law deliver unto the ſaid I. M. his, *&c.* one other good and ſufficient new Leaſe of the ſaid, *&c.* for the remainder of the ſaid term of, *&c.* then to come for and upon ſuch rent, covenants and conditions as are ſpecified and contained in the ſaid Leaſe above recited, made by me the ſaid B. H. unto the ſaid I. M. And that the ſaid I. M. his, *&c.* ſhall and may in the mean time, until the ſaid new Leaſe of the premiſſes ſhall be by me unto him ſo made, ſealed and delivered as is aforeſaid, peaceably and quietly have, hold and enjoy the ſaid Meſſuage or Tenement, ſhop and premiſſes, with the appurtenances, and every part and parcel thereof, without any let, trouble or contradiction of me the

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said B.H. my, &c. or any other person or persons, claiming, or which shall or may claim any estate or interest in or to the premisses, or any part thereof, by, from or under us, or any of us, in as large and ample manner and sort, to all intents and purposes, as if the same Indenture of Lease had been in full force, and still remaining in the hands of him the said I. M. In witness, &c.

A Covenant not to commence any action or suit against a Surety that stands bound.

TO all, &c. Wherers I.M. and E.F. of, &c. by their obligation dated, &c. are and stand bound unto me the said I. in the sum of, &c. conditioned for payment of, &c. at a day long sithence past, as by the same obligation and condition thereof, more plainly appeareth, which said sum of, &c. or any part thereof, was not paid according to the condition of the said obligation, whereby the said obligation became forfeited. And whereas the said I. in *Easter* Term, in the year, &c. in the Court, &c. obtained judgement of, &c. together with, &c. costs against the said, &c. as by the Records of the said Court more plainly may appear: Now know ye, That I the said, &c. for divers good causes and considerations me especially moving, am pleased and contented, and for me, my, &c. do covenant, promise and grant to and with the said their, &c. That neither I the said, &c. my, &c. nor any of us, nor any other person or persons whatsoever, in the name of us, or any of us, shall at any time or times hereafter use, implead, molest, arrest, attach, imprison and condemn, or cause to be, &c. the said I. M. his, &c. or any of them, for or upon the aforesaid obligation so forfeited, as aforesaid, or by virtue of the said Judgement, or of any Execution or Elegit to be had or procured thereupon, or by any other ways or means whatsoever. In witness, &c.

A Covenant to pay the Sheriff or his Bailiff, for apprehending a man.

TO all, &c. I T. O. of, &c. send greeting. Whereas, &c. doth owe and is indebted unto me the said, &c. in the sum of, &c. by bill or writing obligatory under his hand and seal, upon which bill I have commenced a Suit at Law, and thereupon had judgement, upon which I have taken

taken out execution: And whereas M. F. Sheriff of, &c. or T. S. Bailiff of the Weapentake or hundred of, &c. for the conſiderations here under written and agreed upon, hath undertaken to do his beſt endeavour for the ſerving of the ſaid Execution, and by virtue thereof to apprehend the body of the ſaid I. S. Now know ye, That I the ſaid T. O. for me, my, &c. do covenant, &c. That if the ſaid M. F. or T. S. do ſerve the ſaid Execution upon the body of the ſaid I. S. and him impriſon and commit unto the Goal, whereupon he may remain charged with the ſaid debt; or if upon ſerving the ſaid Execution, the ſaid I. S. do pay, &c. the ſaid debt, or compound with me for the ſame, that then in any of the caſes aforeſaid, I the ſaid, &c. ſhall and will forthwith pay the ſaid M. F. or T. S. the ſum of, &c. in conſideration of the ſaid buſineſs ſo to be performed, &c. In witneſs, &c.

Covenants between two Partners, at the diſſolution of their Co-partnerſhip.

THis Indenture made, &c. between T. H. C. and G. of *London* of the one part, and W. I. C. and G. of *London* aforeſaid, of the other part, witneſſeth, That whereas the ſaid T. and W. by their Indenture of Co-partnerſhip, bearing date, &c. for the conſideration in the ſaid Indenture ſpecified, did condeſcend, conclude and agree to become and continue joynt dealers and Co-partners together, in the art and myſtery of, &c. and in buying, ſelling and uttering of, &c. and all other Wares, Commodities and Merchandizes, belonging, or commonly uſed to and with the ſaid Trade for the term of, &c. from the Feaſt-day of, &c. laſt paſt, &c, (if the ſaid T. and G. ſhould ſo long live: and unleſs they the ſaid T. and W. ſhould otherwiſe agree together, as by the ſaid Indenture of Co-partnerſhip (whereunto relation being had) more at large, &c.) And whereas the ſaid T. and W. by their mutual conſents, free-will and agreement, and for very good cauſes and conſiderations them thereto moving, have thought good to diſſolve and break off the Co-partnerſhip, and from thenceforth to become no Co-partners together. Now this Indenture further witneſſeth, that it is covenanted, concluded and fully agreed, by and between the ſaid, &c. for and concerning the premiſes, in manner and form following, *viz.*

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ſaid the ſaid W. for and in conſideration of a certain ſum of money to him the ſaid W. in hand, at the enſealing and delivery of theſe preſents by the ſaid T. well and truly paid and delivered for him, his, &c. doth covenant and grant, &c. by theſe preſents to aſſign and ſet over, remiſe and releaſe unto the ſaid T. his, &c. all and every ſuch part, portion and ſhare as he the ſaid W. his, &c. hath, may, might or ought to have, of, in and to all and ſingular the goods, chattels, houſhold-ſtuff, wares, merchandizes, debts, obligations, ſpecialities, bills obligatory, ſum and ſums of money, and other things whatſoever incident, or belonging to the ſaid late Copartnerſhip, or joynt dealing in any manner of wiſe, and alſo his eſtate, intereſt, right and demand therein, or in or to any part thereof, together with all ſuch benefit and commodity as he the ſaid W. his, &c. might or ought to have, had, taken or received, upon, for or by reaſon of the ſaid bills, bonds, books, obligations, or ſpecialities belonging to the ſaid Co-partnerſhip. And that it ſhall and may be lawful to and for the ſaid T. his, &c. to have, keep, receive and enjoy as well all and every the goods, chattels, houſhold-ſtuff, wares and merchandizes belonging to the ſaid late Co partnerſhip, as alſo all and every ſuch debts, duties, ſum and ſums of money, as ſhall be had, received, obtained or gotten by virtue of the ſaid books, bills, bonds, obligations or ſpecialities, or any of them, or of any ſuit, judgement, execution or proceſs thereupon to be commenced, purſued, had or taken without the let, trouble or contradiction, or the the unjuſt plea in bar ariſing from any act or thing heretofore done, or hereafter to be done, or willingly ſuffered by the ſaid W. his, &c. or any of them, and without any accompt or other thing to be therefore rendred, or yielded to the ſaid W. his, &c. or any of them. And further, that he the ſaid W. heretofore hath not received any ſum or ſums of money, belonging to the ſaid late Co-partnerſhip (other than ſuch as are already allowed upon accompt) nor hath releaſed or diſcharged, nor that he, his executors or adminiſtrators, ſhall or will hereafter receive, releaſe, diſcharge or make fruſtrate all or any of the ſaid debts, duties, ſum or ſums of money, bonds, ſpecialties or demands, due or to be due, by virtue of the ſaid bills, books, ſpecialities, obligations or agreements, or any of them (other than ſuch as are allowed upon accompt, as afore-

aforesaid) without the consent or agreement of the said T. H. his, &c. first had and obtained in writing, under his or their hands, nor voluntarily or willingly discontinue, disavow or suffer to be non-suited in, or make any *retraxit*, or otherwise discharge, hinder or delay any action, suit or plaint whatsoever, which he the said T. H. now hath, or at any time hereafter shall commence, prosecute or pursue in the name of the said W. G. his, &c. for the recovery or obtaining of the said debts, duties, sum or sums of money, or demands belonging to the said late joynt dealing, but that he the said W. G. his, &c. shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the costs of the said T. H. his, &c. justifie, allow, maintain and avow all and every such action, suit, plaint and arrest, as he the said his, &c. shall commence, &c. for the recovering, levying, obtaining or getting of all or any the debts, &c. belonging to the said late Copartnership, ratifying, &c. all and every lawful act, matter and thing whatsoever, which he the said, his, &c. shall commence, prosecute, &c. for the recovering, &c. the said debts, duties, &c. or any of them. And lastly, that he the said T. H. his, &c. shall and will from time to time, and at all times hereafter, well and sufficiently acquit and discharge, save and keep harmless the said W. his, &c. of and from all and all manner of troubles, damages, arrests, costs, charges and incumbrances whatsoever, which shall or may be taxed, urged, or happen to be had, recovered or obtained against the said T. his, &c. for or by reason or means of any action, suit, &c. which the said T. H. now hath, or shall hereafter commence, &c. or cause to be commenced, &c. against any person or persons, for recovering, having, or obtaining any of the said debts, duties or demands above specified, or for any the debts, duties, sum or sums of money, or any thing whatsoever, touching the said late Co-partnership now owing, or which hereafter shall be due or payable to the said T. and W. or either of them, or any person or persons whatsoever, or for or by reason of any debts now owing, or wares taken up upon credit by him the said T. his, &c. and not charged upon the said partible accompt, wherewith or whereby he the said W. G. his, &c. shall or may be charged or chargeable. In witness, &c.

A Partition of debts between one Co-partner, and the Executor of the other, and to sue, &c.

THis Indenture made, &c. between R. B. Citizen, &c. and R. S. of *London* Gentleman, son and heir apparent of W. S. late Citizen, &c. deceased, and Executor of the last Will and Testament of the said W. S. of the other part, witnesseth, That whereas the said R. B. and W. S. in the life time of the said W. S. for many years together, did deal and traffique as joynt Partners and Occupiers in the Trade of, &c. and other Merchandizes, and in buying, selling and merchandizing, and by reason thereof divers and sundry sums of money, by divers and sundry persons, became due and payable to them joyntly as debts, owing to the said R. and W. joyntly. And whereas therefore the said R. B. and W. S. in the life time of the said W. S. by agreement between them, divers debts due and owing between them, did sever and part in such manner and form, as in and by a certain pair of Indentures, bearing date the, &c. (and certain Schedules thereunto annexed) made between the said R. E. of the one part, and the said R. S. &c. is mentioned, and more plainly doth and may appear, sithence which time, divers and several of the debts therein mentioned, have been received and compounded for, as well by the said R. E. and W. S. in the life time of the said W. as also by the said, &c. Executor of the said W. sithence the decease of the said W. And whereas also divers and sundry other sums remaining then and yet unpaid and uncompounded for, for the better recovery whereof, and for the continuing of peace and amity between them, they the said R. B. and R. S. have equally divided those debts, yet remaining unreceived or compounded for, as in and by two several Schedules thereof made (the one called the first Schedule, wherein the debts, duties, sums of money and demands, yet unreceived, now allowed and appointed to the said R. S. are contained and mentioned, and the other called the second Schedule, wherein the debts, duties, sums of money and demands, yet unreceived and now appointed to the said R. B. are likewise contained and mentioned, and hereunto annexed) more plainly it doth and may appear.

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This Indenture now further witnesseth, That it is covenanted, granted, concluded and fully agreed between the said *R. E.* and *R. S.* for and concerning the premisses, in manner and form following, *viz.* first the said *R. E.* for him, &c. doth by these presents grant, assign and set over, remise and release unto him the said *R. S.* all and every the debts, obligations and bills obligatory, and several sums of money in the said Schedule annexed unto this present Indenture, called the first Schedule mentioned and expressed, and all his part, portion, interest, right and demand therein or thereof, with all such benefit and commodity, as the said *R. E.* his, &c. can or may lawfully take, receive or have upon or by reason of any the said obligations, bills, debts, duties or demands contained or mentioned in the said Schedule, called the first Schedule allotted to the said *R. S.* And further, the said *R. E.* doth by these presents, for him, his, &c. constitute, and in his place appoint the said *R. S.* during his life, and after the death of the said *R. S.* his executors and administrators, to be his lawful Attorney irrevocable, for and in the name of the said *R. E.* during his life, and after his decease, for and in the name of his, &c. to ask, take, &c. of all the debtors in the said Schedule, called the, &c. and annexed to this present Indenture mentioned, or any of them, or of the heirs, &c. all and every the sum and sums of money in the said Schedule, called the first Schedule, mentioned or contained; and the said *R. E.* for him, his, &c. doth covenant and grant to and with the said *R. S.* his, &c. by these presents, that it shall and may be lawful to and for the said *R. S.* during the life of the said *R. S.* and to and for the executors of the said *R. S.* after his decease, at the only costs and charges of the said *R. S.* his, &c. or some of them in the name of the said *R. E.* during his life, and after his death, &c. to prosecute any actions, sutes or plaints for the recovery of all or any the debts, duties or demands in the said Schedule annexed to this present Indenture, called, &c. contained or mentioned, against all or any of the debtors therein named, their, &c. and the same actions, sutes and plaints, and every or any of them, at the like costs and charges of the said *R. S.* his, &c. without the let, trouble, contradiction, or the unjust plea in bar, arising from any act heretofore done by the said *R. S.* his, &c. to prosecute and pursue, until judgment and execution thereupon shall be had and taken, and all such sum or sums of money, as shall upon or by reason of any such sute or sutes, happen to be recovered, had, levied or received,

to take and keep to the only use and behoof of the said *R. S.* his, &c. without any accompt, or other thing therefore to be rendred or yielded to the said *R.* his, &c. or any of them; ratifying, &c. all and every action, act and thing, which the said *R.* his, &c. shall make, do, commit or execute, or cause, &c. in or about the premisses, for or touching the recovery, or receiving of all or any the said debts in the said Schedule mentioned. And the said *R. E.* his, &c. doth by these presents covenant, &c. to and with the said *R. S.* his, &c. that the said *R. E.* hath not heretofore released or discharged, nor that he, his, &c. shall or will release or discharge all or any the debts, duties, sums of money or demands in the Schedule, &c. without the consent or agreement of the said *R. S.* his, &c. first had and obtained in writing under his or their hand, or voluntarily or willingly discontinue, disavow, or be non-suted in, or make any retraxit, or otherwise discharge, to hinder or delay any such action, sute or plaint, which the said *R. E.* his, &c. shall at any time hereafter commence, &c. in the name of the said *R. S.* for recovery or obtaining of all or any the said, &c. in the said Schedule, &c. mentioned. But that the said *R. E.* his, &c. shall and will from time to time, and at all times hereafter, justifie, avow, &c. all and every such actions, sutes, &c. which he the said *R. S.* his, &c. shall at any time hereafter commence or prosecute at the costs and charges of the said *R. S.* his, &c. against any person or persons, for recovery or obtaining of all or any the said debts, &c. in the said Schedule annexed to this present Indenture, called, &c. mentioned or expressed. Ratifying, &c. all and every matter and thing whatsoever, which the said *R. S.* his, &c. or any of them shall commence, make, do, execute or prosecute, for the receiving, recovering, levying, &c. the said debts, &c. or any of them. And the said *R. S.* for him, his, &c. and every of them in consideration of the premisses, doth by these presents covenant and grant to and with the said *R. E.* his, &c. and every of them, that he the said *R. S.* his, &c. shall and will from time to time, and at all times hereafter sufficiently acquit, discharge and save harmless the said *R. E.* his, &c. and every of them, of and from all manner of damages, troubles, sutes, arrests, costs and charges whatsoever, which shall be taxed upon, or happen to be had, brought, recovered, or obtained against the said *R. E.* his, &c. goods, chattels or lands, for or by reason of any action, sute, plaint, process, judgment, arrest or execution, which the said *R. S.* his, &c. shall hereafter bring, commence, pursue or prosecute, or cause

to be, &c. against any person or persons, in the said Schedule annexed to this present Indenture, called the first Schedule, named, contained or mentioned there, &c. for the recovering or obtaining of any the said debts, duties, &c. in the said Schedule mentioned. And the said *R. S.* for him, his, &c. doth further covenant, grant, assign, set over, remise and release unto the said *R. E.* all and every the debts, obligations and bills obligatory, and several sums of money, duties and demands in the said Schedule called, &c. annexed to this present Indenture allotted to the said *R. S.* contained and expressed, and all Bills, Bonds, obligatory Writings and Specialties whatsoever, touching or concerning the same, or any of them, and all his part, portion, interest or demand therein or thereunto, or of any part or parcel thereof, together with all such benefit and commodity as the said *R. S.* his, &c. can or may lawfully have, take, or receive, upon or by reason of any the said debts, duties or demands, contained or expressed in the said Schedule, &c. And that all and every the several sums of money in the said Schedule, &c. annexed to these presents, contained and expressed, shall be and remain fully and wholly to the said *R. S.* his, &c. without let, trouble or contradiction, or without any accompt, or other thing to be therefore rendred or yielded unto the said *R. S.* his, &c. or any of them. And the said *R. S.* doth by these presents further covenant, promise and grant, to and with the said *R. E.* his, &c. That neither the said *W. S.* in his life-time, nor the said *R. S.* hithence the time of his decease, nor either of them heretofore have not received, released or discharged, nor that the said *R. S.* his, &c. shall or will receive, release or discharge all or any the said debts, duties, sum or sums of money, or demands in the said Schedule, &c. contained and expressed, and allotted to the said *R. E.* for his part of the premisses, as aforesaid, without the consent of the said *R. E.* his, &c. thereunto first had and obtained in writing, under his or their hands. Nor otherwise voluntarily or willingly discharge, hinder or delay any action, suit or plaint whatsoever, which the said *R. E.* his, &c. shall at any time hereafter commence, &c. for recovery or obtaining of all or any the said debts, &c. in the said Schedule, &c. mentioned; and wherein the debt-books, and other books, bills, bonds, obligations and specialties, wherein the debts, duties and demands before mentioned, and wherein and whereby any wares or merchandizes were sold, or delivered to the persons in the said Schedule named, are contained or expressed, are now in the

hands and poſſeſſion of the ſaid *R. S.* therefore the ſaid *R. S.* doth covenant for him, his, &c. to deliver the ſame to the ſaid *R. E.* his, &c. upon demand, and ſhall and will likewiſe upon the like requeſt at the place aforeſaid, produce and ſhew forth to the ſaid *R. E.* the ſaid book called the debt-book, and all other books, ſcores and writings, which remain in the hands, poſſeſſion or cuſtody of the ſaid *R. S.* wherein the ſaid debts, duties or demands, or any of them contained in the ſaid Schedule, &c. are mentioned or expreſſed, or whereby or wherein any wares or merchandizes, touching or concerning the ſame, were ſold or delivered to any the perſons in the ſaid Schedule, &c. whereby the ſaid *R. E.* may have and take the view, benefit and uſe thereof to be ſhewed or produced forth in any Court or Courts of Record, or elſewhere for the declaring, proving or recovering of all or any the ſaid debts in the ſaid Schedule, &c. or other occaſions whatſoever, without any let, &c. In witneſs, &c.

A Conveyance from J. T. *and* El. *his wife, (being Tenant in tail) to* R. H. *and* El. *his wife, and the heirs and aſſigns of* R. H. *for ever.*

THis Indenture, &c. between *J. T.* of, &c. Gent. and *Elinor* his wife, Couſin and next Heir of *T. L.* late of the City of, &c. Gent. deceaſed, without iſſue of his body, (that is to ſay) the only daughter and Heir of *W. L.* Gent. elder Brother and Heir of the ſaid *T. L.* of the one part, and *R. H.* of, &c. and *El.* his wife, of the other part, witneſſeth, That they the ſaid *J. T.* and *El.* his wife, as well for and in conſideration of the ſum of 210 *l.* of, &c. by the ſaid *R. H.* unto them the ſaid *J. T.* and *El.* his wife, at the enſealing and delivery of theſe preſents, well and truly in hand paid, the receipt whereof they the ſaid *J. T.* and *El.* his wife, do hereby acknowledge, and thereof, and of every part and parcel thereof, do fully, clearly, and abſolutely acquit, exonerate and diſcharge the ſaid *R. H.* his heirs, executors and adminiſtrators, and every of them by theſe preſents, have granted, aliened, bargained, ſold and confirmed, and by theſe preſents, &c. unto the ſaid *R. H.* and *El.* his wife, all that one Meſſuage or Tenement, &c. together alſo with all and ſingular the Rooms, Cellars, Sollers, Halls, Parlours, Chambers, Houſes, Houſings, Vaults, Pavements, Courts, Yards, Eaſements, and other Hereditaments, Emoluments and Appurtenances whatſoever, unto the ſaid Meſſuage or Tenement and Premiſes, or any of them appurtenant, belonging or appertaining, or had, uſed, demiſed, occupied

occupied or enjoyed as part, parcel or member thereof, or as thereunto, or to any part thereof belonging or appertaining, and the reversion and reversions, remainder and remainders of them, and every of them, and also they the said *J. T.* and *El.* his wife, for the consideration aforesaid, have granted, bargained and sold, and by, &c. unto the said *R. H.* his heirs and assigns, all and singular Letters-Patents, exemplications of fines and recoveries, chirographies of fines, charters, Deeds, Indentures, Counterpanes, Writings, Evidences, Escripts and Minuments whatsoever, concerning only the premisses hereby mentioned, to be bargained and sold, or only any part thereof, and which now are in the hands, custody or possession of the said *J. T.* or of any other person or persons, by his delivery or appointment, or to his use, or to the use of the said *El.* his wife, and which he may have, obtain or come by, without sute in the Law, and also true Copies of all such other Letters-Patents, exemplifications of fines and recoveries, chirographies of fines, Charters, Deeds, Indentures, Counterpanes, Writings, Evidences, Escripts and Minuments whatsoever, amongst other things concerning the premisses, or any part thereof, and which now are in the hands, custody or possession of the said *J. T.* or any other person or persons, by his delivery or appointment, or to his use, or which he may have, obtain or come by, without sute in the Law; all and singular which said Letters-Patents, exemplifications, Chirographis, Charters, Deeds, Indentures, Counterpanes, Writings, Evidences, Escripts and Minuments, so hereby bargained and sold by the said *J. T.* he the said *J. T.* doth hereby grant and agree to deliver, or cause to be delivered to the said *R. H.* his heirs or assigns, on this side the Feast of the Annuntiation of the blessed Virgin *Mary* now next coming, safe, uncancelled and undefaced, as now the same are, together with the said Copies, the writings of the said Copies to be paid for by the said *R. H.* to the receipt of the said Copies, to have and to hold the said Messuage or Tenement and Backside, and all and singular other the premisses hereby mentioned, to be bargained and sold, and every of them, with their and every of their appurtenances, and the reversions and remainders of them, and every of them, unto the said *R. H.* and *El.* his wife, and the heirs and assigns of the said *R. H.* to the only proper use and behoof of the said *R. H.* and *El.* his wife, and the heirs and assigns of the said *R. H.* for ever, without any mortgage, condition, redemption, use or limitation to recal, alter, charge or determine the same to be

holden of the chief Lord, or Lords of the Fee or Fees, whereof the premisses have been holden by the rents and services therefore due and of right accustomed: And the said *J. T.* for himself, his heirs, executors and administrators, doth covenant and grant to and with the said *R. H.* his heirs and assigns, and to and with every of them by these presents, that she the said *El.* his wife, is seized of the reversion of the said bargained premisses of an estate to her and the heirs of her body lawfully begotten, immediately expectant upon an estate for the life of *Hellen Cl.* now wife of *Leo Cl.* of, &c. Gent. with further remainder or reversion immediately expectant upon the said estate tail, to the right heirs of the said *El.* for ever (without any reversion or remainder of the same, or of any part thereof, in our Sovereign Lord the King, or otherwise) of the full, absolute reversion, in fee-simple expectant, upon the said estate for life of the said *Hellen*: And the said *J. T.* for himself, his heirs, executors and administrators, doth covenant and grant to and with the said *R. H.* his heirs and assigns, and to and with every of them by these presents, that they the said R. H. and *El.* his wife, and the heirs and assigns of the said R. H. and every of them, shall and may from time to time, and at all times hereafter for ever, after the decease of the said *Hellen*, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement, Backside and Premisses, without the let, interruption, trouble, expulsion or eviction of the said *J. T.* and *El.* his wife, or either of them, or of their or either of their heirs, of their or either of their bodies begotten, or to be begotten, or any other heir or heirs of them, or either of them, or of any heir or heirs of *T. L.* Gent. deceased, and without any lawful let, trouble, interruption, expulsion or eviction of any other person or persons whatsoever, now having, or lawfully claiming to have, or which hereafter may have, or lawfully claim to have any manner of estate, right, title, interest, thing or demand, of, in, to, or out of the said bargained premisses, or any of them, by, for, from, or under them, or any of them, or by, from or under the said *Hellen*, or by their or any of their means, consent or procurement, (except such person and persons which may lawfully claim under the leases and estates herein after excepted) and freed and discharged, or otherwise within convenient time, after reasonable request, well and sufficiently saved and kept harmless, and indempnified by the said *J. T.* his heirs, executors and administrators, or some or one of them, of and from all and all manner of former

mer and other bargains, ſales, gifts, grants, alienations, eſtates, leaſes, joyntures, dowers, uſes, wills, entails, rents, charges, rents-ſeck, and arrearages of all manner of rents, ſtatutes-merchant, and of the ſtaple recognizances, judgments, executions, fines, poſt-fines, and of and from all other titles, troubles, charges and incumbrances whatſoever heretofore had, made, done, committed, omitted, or wittingly or willingly ſuffered or procured, or hereafter to be had, made, done, committed, wittingly or willingly ſuffered or procured by the ſaid *F. T.* and *El. T. L.* and *H.* or either or any of them, their or either, or any of their heirs, or aſſigns, or by any other perſon or perſons whatſoever, by their or any either of their means, aſſent, conſent or procurement, one eſtate thereof heretofore made by the ſaid *T. L.* and *Hellen* his late wife, by fine and other aſſurances to the uſe of the ſaid *T. L.* and *Hellen*, and the heirs of the ſaid *T. L.* and one Leaſe made by the ſaid *Hellen* and *F. T.* and *El.* his wife to *R.* by Indenture bearing date *April* 25. in the Twelfth year, &c. and all arrerages of rents, now accrued or to accrue, by reaſon of the ſame, and one other Leaſe made by the ſaid *F. T.* and *El.* to the ſaid *Hellen*, for One hundred years, for better ſecurity of payment of ſix pounds *per annum*, to the ſaid *Hellen*, and her aſſigns, during her life only excepted, and foreprized: and the ſaid *F. T.* for himſelf, his executors and adminiſtrators, doth covenant and grant, to and with the ſaid *R. H.* and *El.* his wife, and the heirs and aſſigns of the ſaid *R. H.* by theſe preſents, that they the ſaid *F. T.* and *El.* his wife, and either of them, and their and either of their heirs, and all and every other perſon and perſons, now having, or lawfully claiming to have, or which at any time hereafter ſhall or may lawfully claim to have any eſtate, right, title or intereſt, of, in or to the ſaid premiſſes, and every or any of them, by, from, or under the ſaid *F. T.* and *El.* his wife, and *T. L.* or by, from or under either or any of them, other than the ſaid *Hellen*, and ſuch as may claim under her, for her eſtate, as aforeſaid, and other than ſuch, which may claim under the ſaid excepted Leaſes, or either of them, ſhall and will from time to time, and at all times after the date of theſe preſents, at and upon the reaſonable requeſt, and only coſt and charges in the Law of the ſaid *R. H.* and *El.* his wife, and the heirs and aſſigns of the ſaid *R. H.* or any of them, do, make, knowledge, execute and ſuffer, or cauſe to be done, made, knowledged, executed and ſuffered, all and every ſuch further, lawful and reaſonable act and acts, thing and things, device

and devices, assurances and conveyances in the Law whatsoever, which shall be or may be for the more better and perfect assurance, sure-making and conveying of all and singular the said bargained premisses, and every part and parcel thereof, with the appurtenances unto the said *R. H.* and *El.* his wife, and the heirs and assigns of the said *R. H.* to the only proper use and behoof of the said *R. H.* and *El.* his wife, and of the heirs and assigns of the said *R. H.* for ever, according to the true intent and meaning of these presents, be it by fine, feoffment, recovery, with single, double, or more voucher or vouchers, over Deed or Deeds, inrolled or not inrolled, the inrollment of these presents, release or confirmation with warranty, or without warranty, or by all, every, or as many of the said ways and means, as by the said *R. H.* and *El.* his wife, his heirs or assigns, or his or their, or any of their Council learned in the Law, shall be reasonably devised, advised and required, so as for the making, doing, knowledging, executing, suffering or performing such further acts, things, devices, assurances and conveyances, or any of them, the person or persons that are to make such further assurance by force of this covenant, or any of them, be not compelled to travel above the space of twenty miles, nor by such acts, things, devices, assurances or conveyances, or any of them, be compelled or compellable, to warrant, acquit or defend the premisses, or any of them, more largely, or more generally, than only against acts, charges, titles, troubles and incumbrances, had, made or done, or wittingly or willingly, suffered by them, or by any of their means, assent, consent, privity or procurement, but not in any ways to warrant against the said leases and estates before excepted, or either or any of them. And moreover it is covenanted, granted, concluded and agreed upon; by and between all and every the said parties to these presents, that all and every fines, feoffments, recoveries, acts, things, assurances and conveyances in the Law whatsoever, hereafter to be had, made, levied, suffered, executed or performed, of the said premisses, or any part thereof, and whereunto the said *I. T.* and *E.* his wife, or either of them, or their or either of their heirs shall in any wise be party or parties, vouchee or vouchees, shall be and enure, and shall be deemed, construed, reputed, adjudged, and taken to be and enure, to the only proper use and behoof of the said *R. H.* and *E.* his wife, and of his heirs and assigns for ever, and to none other use or uses, intents or purposes whatsoever. And this Indenture further witnesseth, That the said *J. T.* for the consideration aforesaid,

ſaid, hath granted, bargained, ſold and confirmed, and by, &c. unto the ſaid *R. H.* his executors, adminiſtrators and aſſigns, all ſuch goods, implements, houſhold-ſtuff, utenſils, and things which are mentioned in a Schedule indented, hereunto annexed; and doth hereby alſo covenant and grant to and with the ſaid *R. H.* his executors, adminiſtrators and aſſigns, that he hath full power and ſufficient and good right and property to grant the ſame accordingly: and the ſaid *F. F.* for himſelf, &c. doth covenant to and with the ſaid *R. H.* his heirs and aſſigns, that he, his heirs and aſſigns, ſhall and will at all times hereafter, upon the requeſt, and at the charges of the ſaid *R. H.* his heirs and aſſigns, ſhew, or cauſe to be ſhewn forth in any Court of Law or Equity, or other place neceſſary, all Evidences which he or they ſhall have in their hands, or may lawfully come by, without ſute of Law, concerning the ſaid bargained premiſſes, or any part thereof, for maintenance of his eſtate hereby mentioned, to be aſſured unto him and his heirs, and ſhall and will permit and ſuffer the ſame to remain in ſuch Court or place, ſo long as ſhall be neceſſary in ſuch behalf. In witneſs whereof, &c.

Robert Farr *being ſeized of a Tenement in fee with remainders,* (*wherein* Eliz. Farr *hath an eſtate for her life*) *having levied a fine, now ſuffereth a recovery, and ſelleth and aſſureth the ſame to* Robert Black, *and his heirs in fee-ſimple by the ſubſequent deed.*

THis Indenture *Quadripartite*, &c. between *Robert Farr*, Son and Heir of, &c. *G. G.* and *E. Ar.* of, &c. of the firſt part, *Robert Black* of, &c. of the ſecond part, *W. H.* and *T. H.* of, &c. of the third part, and *F. P.* and *H. Bl.* of the fourth part, witneſſeth, That for and in conſideration of the ſum of two hundred pounds of, &c. to the ſaid *R. F.* before the enſealing and delivery hereof, well and truly ſatisfied and paid by the ſaid *R. Bl.* whereof the ſaid *R. F.* doth by theſe preſents acknowledge the receipt, and whereof, &c. He the ſaid *R. F.* and the ſaid *G. G.* and *E. Ar.* at his requeſt and nomination have, and every of them hath (by and with the conſent and direction of the ſaid *R. B.*) granted, bargained, ſold, aliened and confirmed, and by, &c. unto the ſaid *W. F.* and *T. T.* all that great Meſſuage, &c. together with all Houſes, Buildings, &c. and the Rents, Services, Reverſions and Remainders thereof, and alſo all the eſtate, right, title, intereſt,

interest, challenge, claim and demand whatsoever, of them the said *R. B. G. G.* and *E. A.* and every or any of them, of, in and to the said granted Tenement, &c. and also all Deeds, Evidences, Charters, Writings, Escripts and Minuments whatsoever, which do touch or concern the said granted premisses, or any part thereof, To have and to hold the said Messuage or Tenement, Garden and Premisses, before hereby granted or conveyed, or mentioned or intended to be hereby granted and conveyed, and every part and parcel thereof, with the appurtenances, unto the said *W. F.* and *T. T.* their heirs and assigns, to the only uses, intents and purposes hereafter in these presents limited, expressed and declared, that is to say, to the use of them the said *W. F.* and *T. T.* and of their heirs, until a good and perfect common recovery shall be in due form of Law, at the costs and charges of the said *R. B.* or his heirs, had and executed, of and for the said hereby granted, or intended to be granted, Messuage, Tenement and Premisses against them the said *W. F.* and *T. T.* before the Justices of the Court of Common-pleas at *Westminster*, according to the usual course of common Recoveries in the same Court used for assurance of Lands and Tenements, in which recovery the said *J. P.* and *H. B.* shall be demandants and recoverers, and the said *R. F.* shall be vouched to warrant, so as such recovery so to be had, be had and executed before the end of the Term of St. *Hilary* next ensuing the date hereof, and from and after the full execution of the said recovery (in case the same shall be had and executed before the end of the same Term of St. *Hillary*, the said Recoveries intended shall stand seized, or in case the said recovery intended to be had shall not be had and executed by the time aforesaid) then from and after the end of the same Term of St. *Hillary*, to the use of the said *R. B.* and of his heirs and assigns for evermore, and to and for none other use, intent or purpose, to be holden of the chief Lord or Lords of the Fee or Fees of the premisses by the rents and services therefore due, and of right accustomed; and the said *R. F.* for himself, his heirs, executors and administrators, and for every of them, doth covenant, promise and grant, to and with the said *R. B.* his heirs and assigns by these presents, that for and notwithstanding any act, matter or thing, had, made or done to the contrary by him, and the said *E. F.* his Father deceased, or either of them, (except as herein after is excepted) the said *R. F. G. G.* and *E. A.* or some of them, are, or one of them is, at the ensealing and delivery hereof, the true and lawful owners or owner of the said

said granted, or intended to be granted premisses, and every part and parcel thereof, and of and in the same, and every part and parcel thereof lawfully and rightfully seized of a good, sure, sufficient and absolute estate of inheritance in Fee-simple, in his or their own right, and to the only use of them, or some or one of them, his or their heirs, by good assurance, right or title in the Law indefeazible, without any reversion, remainder, or further interest in the Common-wealth, or any other person or persons whatsoever, and also that notwithstanding as aforesaid, (except as herein after is excepted) the said *R. F. G. G.* and *E. A.* or some or one of them have or hath, at the time of the ensealing and delivery hereof, full power, good right and lawful authority, to grant, convey and assure the said granted or intended to be granted premisses, and every part and parcel thereof, in manner and form aforesaid, and according to the true intent and meaning thereof: and further also, that the said granted Messuage, Tenement and Premisses, and every part thereof, with their appurtenances, now be and are, and so from time to time, and at all times hereafter, shall or may be, remain and continue to the uses, intents and purposes aforesaid, in manner and form aforesaid, and according to the true intent and meaning of these presents, clearly acquitted (freed) and discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Joyntures, Dowers, Wills, Covenants, Intails, Statutes-merchant, and of the staple, recognizances, judgments, executions, extents, rents, charge rents, seck, arrerages of rents, and of and from all other titles, chaages, troubles & incumbrances whatsoever, at any time heretofore had, made, done, committed, omitted or suffered to be done, or at any time hereafter to be had, made, done, committed, omitted, or suffered to be done by him the said *R. F.* and the said *E. F.* his father, or either of them, except an Estate assured to and upon *E. H.* widow, late wife of the said *E. F.* by him the said *E.* for the term of the life of the said *E.* of the premisses hereby conveyed, or intended to be conveyed, which is intended to be surrendred for the better execution of the said intended recovery, and also except a bargain and sale lately made by the said *R. F. G. G.* and *E. A.* to the said *W. F.* and *T. T.* of the same premisses, to hold from *December* 20. last past, for the term of one whole year, which bargain and sale was intended, and made for the better execution of these presents; and the said *R. F.* for himself, his heirs, executors and administrators, doth further covenant, promise and grant to and

with

with the said *R. B.* his heirs and assigns by these presents, that he the said *R. B.* his heirs and assigns, shall or lawfully may from time to time, and at all times hereafter for ever, according to the true intent and meaning of these presents, peaceably and quietly enter into, have, hold and ejoy the said granted Messuage, Tenement, Garden and Premisses, and every part and parcel thereof with the appurtenances, without any let, interruption, challenge, claim, disturbance, eviction, ejection, molestation, hinderance or denial, of or by the said *R. F.* or of or by any other person or persons whatsoever, having or claiming, or pretending to have any lawful estate, right, title or interest in or to the premisses, or any part thereof, from, by or under him, or his said Father deceased, (except the said *El. F.* and such as shall or may claim, for, by, from or under, and only for, by, from or under the estate for life of the said *El. F.* and the bargain and sale before herein excepted) and further also, that he the said *R. F.* and his heirs, and all and every other person and persons, having or claiming to have, or that shall or may have, or claim to have any right, title, estate or interest, of, in or to the premisses, from, by or under him, or his said Father, (except before excepted) shall and will from time to time, and at all times hereafter, during the space of ten years next ensuing the date hereof, upon the reasonable request, and at the costs and charges of the said *R. B.* his heirs or assigns, make, do, suffer, acknowledge and execute, or cause to suffer to be done and executed, all such further and other lawful and reasonable acts, things and assurances, for the further, better and more perfect granting, assuring and conveying of the said Messuage, Tenement, Garden and Premisses, before hereby granted or mentioned, meant or intended to be hereby granted, with the appurtenances, to the use of the said *R. B.* his heirs and assigns for ever, according to the true meaning of these presents, as by him the said *R. B.* his heirs or assigns, or by his or their Council learned in the Law, shall be in that behalf reasonably devised, or advised and required, so as for the making of such further assurance, neither the said *R. F.* nor any other person, by whom such assurance is to be made, shall be compelled or compellable to travel for the doing thereof further than the Cities of *London* or *Westminster*, and so as such further assurance contain not, nor imply any further or more general warrant or acquittal, than is before herein comprized. And it is concluded and agreed by and between the said parties to these presents, that all and every fine and

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fines, recovery and recoveries, and other assurances whatsoever, at any time heretofore had, made, suffered or executed of the premisses, or at any time hereafter to be had or executed of the premisses, or any part thereof, either alone by it self, or together with any other Lands, Tenements or Hereditaments, and whereunto the said *R. F.* hath been, or he or his heirs shall be in any sort consisor or consisors, vouchee or vouchees, party and parties, shall be and enure, and shall be deemed, adjudged and taken to be and enure, as touching the said granted premisses, to and for the only use of the said *R. B.* and of his heirs and assigns for ever, and to or for none other use, intent or purpose whatsoever; provided always, and it is the true intent and meaning of these presents, and of all the parties hereunto, that neither these presents, nor any thing therein contained, shall extend, or be construed to extend to charge the said *G. G.* and *E. Ar.* or either of them, their or either of their heirs, with or for any warranty or acquittal of the said premisses, or any part thereof, other than against him and themselves respectively, and his and their respective heirs. In witness, &c.

Note.

A demise, bargain and sale was made by *R. H. G. G* and *E. A.* to *W. F.* and *T. T. Habend.* to them for one year, from *Decemb.* 25. last, that the estate of Free-hold might rest in them without livery.

Note.

A Surrender is made by *El.* to *R. F.* of her Estate for life; for otherwise *W. F.* and *T. T.* could not have been made perfect Tenants of the Free-hold.

John Vaugh *(seized of a Tenement* jure uxoris *for her life, the remainder in fee-tail belonging to* Tho. M.*) together with his wife, and the Tenant in tail, conclude to convey the same to* T. S. *and his heirs, the assurance is by fine and recovery intended to be executed, the use whereof being to* T. S. *and his heirs, is directed by the following Deed; wherein are comprized necessary Covenants.*

THis Indenture Quadripartite, made, &c. between *J. V.* of, &c. and *Mary* his wife, late the wife of *E. M* late of, &c. deceased, of the first part, *Tho. M.* of, &c. Son and Heir of the said *E. M.* on the body of the said *Mary* begotten, of the second part, *Th. S.* of, &c. of the third part, and *W. F.* of, &c. of the fourth part. Whereas the said *J. V.* and *M.* his

his wife, ſtand ſeized in the right of the ſaid *M.* of an eſtate of free-hold, for term of the life of the ſaid *M.* the remainder thereof in fee-tail to the ſaid *T. M.* party to theſe preſents, belonging with divers remainders over, of and in all that one great or Capital Meſſuage, &c. and alſo of and in all Houſes, Edifices, &c. witneſſeth now this preſent Indenture, that for and in conſideration of the ſum of 600 *l.* of &c. to the ſaid, &c. well and truly paid and ſatisfied, it is concluded and agreed by and between the ſaid parties to theſe preſents, that a good and perfect eſtate of inheritance in fee-ſimple, ſhall be conveyed, ſetled and aſſured to and upon the ſaid *T. S.* of and in all and ſingular the ſaid great Capital Meſſuage or Tenement and Manſion-houſe, now uſed as two houſes, as aforeſaid, and all other the premiſſes before mentioned, with their and every of their rights, members and appurtenances, and that to that end, intent and purpoſe, the ſaid *John V.* and *Mary* his wife, and *Tho. M.* party to theſe preſents, ſhall and will before the end of *Michaelmaſs* Term, now next enſuing the date hereof, acknowledge and levy to the ſaid *W. F.* and his heirs, one fine *ſur connuzance de droit come ceo*, &c. to be ſued out with Proclamations, according to the form of the Statute in that caſe made and provided, of all and ſingular the ſaid Capital Meſſuage or Manſion-houſe, and other the Premiſſes, with the appurtenances, by the name of two Meſſuages, with the appurtenances, in the Pariſh of, &c. or by ſome other apt name or names, as by counſel ſhall be thought meet, to the intent to make the ſaid *W. F.* perfect Tenant of the free-hold of the premiſſes, that ſo one Writ of entry *ſur diſſeiſin en le poſt*, iſſuing out of the High-Court of Chancery, and to be returnable before the Juſtices of the Court of Common-pleas at *Weſtminſter*, may be obtained and ſued out, whereby the ſaid *T. S.* ſhall demand againſt the ſaid *W. E.* all the ſaid Capital Meſſuage or Manſion-houſe and Premiſſes, by ſome apt name or names, as by counſel ſhall be adviſed, to which Writ the ſaid *W. F.* ſhall appear in perſon, or by Attorney thereunto lawfully authorized, and after count or declaration againſt him by the ſaid *T. S.* he the ſaid *W. F.* ſhall make defence by words of courſe, and vouch to warranty the ſaid *T. M.* party to theſe preſents, who ſhall likewiſe appear in perſon, or by his Attorney in that behalf lawfully and ſufficiently authorized, and after count or declaration againſt him by the ſaid *T. S.* ſhall make defence by words of courſe, and vouch to warranty the common vouchee, who ſhall appear in perſon at the

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Bar of the said Court of Common-pleas, and after declaration against him, shall make defence, and enter into the warranty, and afterwards make default; whereupon several judgments shall or may be had, that so a good and perfect common recovery with double voucher, according to the course of common recoveries in the said Court of Common-pleas used, may be had and executed of the premisses: And this Indenture further witnesseth, and it is the true intent and meaning of these presents, and of all the parties to the same, that the said recovery so, or in any other manner to be had or executed, and the whole execution of the fine and recovery of the said Capital Messuages and Premisses, to be had or executed, as aforesaid, shall be and enure, and shall be deemed, adjudged, construed and taken to be and enure, to and for the only proper use and behoof of the said *T. S.* and of his heirs and assigns for ever, and to none other use, intent or purpose whatsoever. And the said *John V.* for himself, his heirs, executors and administrators, doth covenant, promise and grant, to and with the said *T. S.* his heirs and assigns by these presents, that (saving and excepting the terms and estates herein after excepted) he the said *J. V.* and *Mary* his wife, at the time of the ensealing and delivery hereof, are, and so until the fine aforesaid, by them to be levied, as aforesaid, shall be fully executed, as aforesaid, shall be seized in the right of the said *Mary*, of a good estate of Free-hold for the life of the said *Mary*, of and in the Capital Messuage, Mansion-house and premisses before mentioned, to be setled and assured to or upon the said *T. S.* or his heirs aforesaid, and that the said *J. V.* and *Mary* his wife, now have, and until as aforesaid, shall have full power, good right, and lawful authority to convey and assure the premisses to the said *T. S.* and his heirs, for the life of the said *Mary*, according to the true intent and meaning of these presents, and also that the said Capital Messuage or Mansion-house and Premisses before mentioned, or intended to be hereby setled or assured, as aforesaid, and every part and parcel thereof, with the appurtenances, now be and are, and so from time to time, and at all times for ever, shall or may be, remain and continue unto the said *T. S.* his heirs and assigns according to the limitation aforesaid, and according to the true intent and meaning of these presents, clearly acquitted, exonerated and discharged, or otherwise by the said *J. V.* his executors or administrators, well and sufficiently saved and kept harmless of and from all former and other Grants, Leases, Mortgages, Estates, Acts, Titles,

Eſtates, Acts, Titles, Charges, Troubles and Incumbrances whatſoever, had, made or done, or to be had, made, done or committed by him the ſaid *John V.* and *Mary* his wife, or either of them, except and foreprized one Leaſe of Indenture bearing date, &c. made and granted by the ſaid *John V.* and *Mary* his wife, and *T. M.* party to theſe preſents, of certain parts of the ſaid Capital Meſſuage, then, &c. for the term of 31 years, from the Feaſt of the birth of our Lord God, then laſt paſt, upon which is reſerved the yearly rent of 30 *l.* and 10 *ſh.* and alſo excepted and foreprized ſuch term and intereſt as *Tho. A.* hath in the other parts of the ſaid Capital Meſſuage, by vertue of a Leaſe heretofore made to *Simon L.* Mercer, deceaſed, for certain years yet to come, under the yearly rent of 44 *l.* and 10 ſhillings, which ſaid ſeveral yearly rents from henceforth, for and during the reſt and reſidue to come, of the reſpective terms before mentioned, to grow due and payable, it is concluded and agreed by and between the ſaid parties to theſe preſents, and every of them, and declared to be their true intent and meaning, ſhall continue, and be due and payable, and ought to be paid to the ſaid *T. S.* his heirs or aſſigns; and the ſaid *J. V.* for himſelf, his heirs, executors, and adminiſtrators, doth further covenant and grant to and with the ſaid *T. S.* his heirs and aſſigns by theſe preſents, that he the ſaid *T. S.* his heirs and aſſigns, ſhall or lawfully may from time to time, and at all times hereafter, for ever peaceably and quietly enter into, have, hold and enjoy all and ſingular the Capital Meſſuage, Manſion-houſe and Premiſſes before mentioned, or intended to be hereby ſetled or aſſured, and every part and parcel thereof, with their and every of their rights, members and appurtenances, without any let, interruption, diſturbance or incumbrance, of or by them the ſaid *J. V.* and *Mary* his wife, or either of them, or of or by any other perſon or perſons lawfully claiming, or to claim, or having right or title from, by or under them, or either of them, their or either of their act, right, title or eſtate, except ſuch as ſhall or may claim by or under the Leaſes before excepted, or either of them, and for the terms or intereſt in or by the ſame Leaſes granted only, and alſo that he the ſaid *J. V.* and *Mary* his wife, and either of them, ſhall and will from time to time, upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *T. S.* his heirs and aſſigns, make, do, ſuffer, execute and acknowledge all and every ſuch further and other lawful and reaſonable acts, things and aſſurances in the Law, containing or implying

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no further or more general warranty or acquittal, than only against them the said I. V. and M. his wife, and either of them, for the better assuring and sure making of the said premisses to the said T. S. his heirs and assigns, as by him or them, or by his or their Council learned in the Law, shall be in that behalf reasonably devised, advised or required, and so as for the doing thereof, neither the said I. V. or *Mary* be compelled to travel above ten miles from the place of his or her respective dwelling or abode, at the time of such request to be made. And the said T. M. party to these presents, for himself, his heirs, executors and administrators, and every of them, doth covenant and grant, to and with the said T. S. his heirs and assigns by these presents, that saving and excepting the terms and interests herein before excepted, he the said T. M. at the time of the ensealing and delivery hereof, is seized of a good, perfect and absolute estate of inheritance in Fee-simple, of and in the said Capital Messuage, Mansion-house and premisses before mentioned, or intended to be setled or assured, and until, &c. shall be setled and assured to and on the said T. S. his heirs and assigns, according to the limitation aforesaid, and the true intent and meaning of these presents, shall be seized of all and singular the same Capital Messuage, Mansion-house and premisses, with the appurtenances of a good, lawful and sufficient estate of inheritance, in Fee-tail expectant, upon the death of the said *Mary Vaughan*, and at the time of the ensealing and delivery hereof, hath, and until as aforesaid, shall have full power, good right and lawful authority, to convey, settle and assure the premisses, to and upon the said T. S. his heirs and assigns for ever, in form aforesaid, according to the true intent and meaning of these presents, and also that all and singular the said Capital Messuage or Mansion-house, and other the premisses before herein mentioned, or intended to be conveyed, settled or assured, as aforesaid, and every part and parcel thereof, with the appurtenances, now be and are, and so from time to time, and at all times hereafter for ever, shall or may be, remain and continue unto the said T. S. his heirs and assigns, according to the limitation aforesaid, and the true intent and meaning of these presents clearly acquited, exonerated and discharged, or otherwise by him the said T. M. party to these presents, his heirs, executors or administrators, well and sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, Gifts, Grants, Leases, Mortgages, Estates, Joyntures,

Dowers, Wills, Covenants, Entails, Statutes-merchant, and of the Staple, Recognizances, Judgements, Executions, Extents, Debts to the Commonwealth, Debts of Record, and of and from all other Titles, Charges, Troubles and Incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed or suffered to be done by them the said T. M. and the said E. M. his Father, and T. M. his Grandfather, or any of them, or by any other person or persons whatsoever, the said Leases therein before mentioned to be excepted, and either of them, and the said Estate, for life of the said M. V. and the Feefarm rent of Sixteen shilling, issuing, or yearly due and payable out of or for the said premisses, to the Mayor and Commonalty of the said City of B. only excepted and fore-prized, and the said T. M. for himself, his heirs, executors and administrators, doth further covenant and grant to and with the said T. S. his heirs and assigns by these presents, that he the said T. S. his heirs and assigns, and his and their Farmers and Tenants shall, or lawfully may from time to time, and at all times hereafter for ever peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy all and singular the said capital Messuage, Mansion-house and premisses before mentioned, or intended to be conveyed, settled or assured, and every part and parcel thereof, with the appurtenances, and take, receive and enjoy the rents, issues and profits thereof, to his and their own use, without any let, interruption, disturbance or incumbrance of or by him the said T. M. or his heirs, or of or by any other person or persons whatsoever, claiming or to claim, or having or pretending to have any lawful Estate, Right, Title, interest or thing, of, in, to or out of the premisses, or any part thereof (except such as shall or may claim for, by or under the Leases, Estates and Rents before herein excepted, or any of them.) And further, that he the said T. M. and his heirs, and all and every other person and persons, that shall or may claim from, by or under him, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the costs and charges in the Law of the said T. S. his heirs or assigns, make, do, suffer, execute and acknowledge, or cause to be made, done, suffered, executed and acknowledged, all and every such further, and other reasonable and lawful acts, things and assurances in the Law whatsoever, for the further and better assuring, sure making, settling and conveying

vesting to the said T. S. his heirs and assigns, of all and singular the said Capital Messuage or Mansion house and premisses before hereby mentioned; or intended to be hereby setled, conveyed or assured, and every part and parcel thereof, by such ways and means in the Law, as by him the said T.S. his heirs or assigns, or by his or their Council learned in the Law, shall be in that behalf reasonably devised or advised and required, so as for the doing thereof, the said T.M. and such others as are or ought to make such further assurance by force of these Covenants, be not compelled or compellable to travel above Fifty Miles from the place of his or their respective dwelling or abode at the time of such request to be made: and it is declared to be the true intent and meaning of these presents, and of all the parties to the same, that all fines, feoffments, recoveries, conveyances and assurances at any time hereafter to be had, levied, suffered, executed, or acknowledged, by or between the said parties hereunto, or any of them, or any other person or persons whatsoever of the said capital messuage or mansion house and premisses before mentioned, or any part thereof, either alone by it self, or together with any other Lands, Tenements or Hereditaments, shall be and enure, and shall be deemed, adjudged, construed and expounded to be and enure, to and for the only use and behoof of the said T. S. and of his heirs and assigns for ever, and to none other use, intent or purpose; and the said I.V. and *Mary* his wife, and I.M. party to these presents, for the considerations aforesaid, have granted, bargained and sold, and by these presents do grant, bargain and sell to the said T. S. and his heirs, all and every the Deeds, Charters, Evidences, Writings, Counterparts of Leases, Escripts and Minuments, which do touch or concern the said Messuage and Tenement, or any part or parts thereof, all which, or as many of them as now are, or be in the hands or possession of the said I.V. and M. his wife, or either of them, or any other person or persons, to his, her, or their own use, or by his or her delivery, or in the hands or possession of the said T.M. party to these presents, or of any other person or persons, to his, or by his delivery, the said I. V. for himself, his executors and administrators respectively, and the said T. M. for him, his heirs, executers and administrators, do severally and respectively covenant and agree, to deliver, or cause to be delivered, uncancelled and undefaced, or in as good condition and plight, as now the same are unto the said T.S. his heirs or assigns, before the Feast day of the birth of our Lord God next ensuing the date

hereof. In witneſs whereof, all the ſaid parties to every part of this Indenture *Quadripartite*, have put their hands and ſeals, &c.

William King (*being ſeized of lands, and* &c. *in fee-tail with remainders*) *dyeth, having iſſue three daughters who as coheirs enter. Now* S. N. *and* Heſt. *his wife, one of the coheirs, (for the better conveying of* Hesters *third part to* J. F. *and his heirs*) *ſuffer a recovery, and by this Deed, together with the tenants of the free-hold, and the recoverers direct the uſe of the ſame recovery.*

THis Indenture Tripartite, &c. Between *Sam. N.* &c. and *Heſt.* his Wife, (one of the Daughters and coheirs of W. K. late of, &c. deceaſed) of the firſt part, J. F. the younger of, &c. of the ſecond part, and T. Y. of, &c. and N. L. and B. T. of the third part, witneſſeth, That whereas the ſaid S. N. and *Heſter* his Wife, in the right of the ſaid *Heſter* were at the beginning of the Term of S. *Michael* now laſt paſt, and before ſeized in fee-tail, with divers remainders over, of and in one full third part (the whole into three equal parts to be divided, of all that tenement, &c. containing by eſtimation one yard-land, with the appurtenances, ſet, lying and being in *Dundry* aforeſaid, in the ſaid County of *Somerſet*, and of and in all houſes, edifices, buildings, barns, ſtables, orchards, gardens, backſides, lands, tenements, meadows, leaſows, paſtures, commons, common of paſture, woods, underwoods, profits, commodities, emoluments and hereditaments whatſoever, to the ſaid meſſuage and premiſſes, or any of them, or to any part and parcel of them belonging, or in any wiſe appertaining: and whereas the ſaid S. N. and H. his wife, being ſo ſeized as aforeſaid, ſince the beginning of the ſaid laſt Term of S. *Michael*, did, for and in conſideration of the ſum of 100. *l.* of, &c. to them by the ſaid J. F. before the enſealing and delivery hereof, well and truly paid and ſatisfied, whereof they do hereby acknowledge the receipt, and thereof and of every part and parcel thereof, do clearly acquit and diſcharge the ſaid J. F. his heirs, executors and adminiſtrators by theſe preſents, conclude and agree, to and with the ſaid J. F. to convey and aſſure to the ſaid J. F. his heirs and aſſigns for ever, to the only and proper uſe and behoof of him the ſaid J. F. his heirs and aſſigns for evermore, the one full third part of all and ſingular the tenement, cottages, lands and premiſes before

fore in these presents mentioned or expressed, and of all and singular other the messuages, lands, tenements and hereditaments whatsoever within the Parish of *Dundry* and *Chiew* aforesaidg or either of them, whereof the said *William King* the younger, (Father of the said *Hester*) in his life time, and at the time of his death was seized of an estate of inheritance by such ways, means and assurance in the Law, as by the Council of the said J. H should be advised and thought meet, and whereas it was advised and thought meet by the Council of the said J. F. and concluded and agreed by and between the said parties to these presents, that a common recovery with double Voucher should be suffered and executed of the said third part, by the said S. M. and H. his wife, of the messuages, tenements, cottage, land and premisses, before in these presents mentioned or expressed, for the cutting off the said intail, and barring all remainders, and for the assuring and setling of the inheritance of the same third part, to and on the said J. F. his heirs and assigns for ever, in pursuance of which said advice, conclusion and agreement, they the said S. N. and *Hester* his wife, by their Deed indented, bearing date the first day of this instant month of *November*, and inrolled in the High Court of Chancery the nineteenth day of the same month, (made between them the said S.N. and *Hester* of the one part, and the said T. Y. of the other part) have granted, bargained and sold to the said T. Y. and his heirs, one full third part (the whole in three equal parts to be divided) of all and singular the tenement, cottage, lands and premisses before in these presents mentioned or expressed, and of all and singular other the lands, tenements and hereditaments whatsoever, within the Parishes of *Dundry* and *Chiew* aforesaid, or either of them, whereof the said *W. King* the younger, (Father of the said *Hester*) in his life time, and at the time of his death was seized of an estate of inheritance, and the rents, reversions and services thereof, to be had and holden to the said T Y. perfect tenant of the free hold of the premisses, that a good, perfect and common recovery, with double Voucher, might thereof be had and executed, in pursuance of, and according to the said conclusion and agreement; and whereas afterwards in the same Term of S. *Michael*, according to the conclusion and agreement aforesaid, the said N.L. and B. T. did pursue out of the said Court of Chancery one Writ of Entry *Sur disseisin en le post*, returnable before the Justices of the Court of Common Pleas at *Westminster*, whereby the said N.L. and *Ben. T.* demanded against

the said T. Y. the said part of the messuage, tenement, cottage, lands, and things herein before mentioned or expressed, and by the said conclusion and agreement, meant or agreed to be assured or conveyed to the said J. F. and his heirs as aforesaid, by the names of the third part of two messuages of thirty acres of land, of ten acres of meadow, of thirty acres of pasture, of three acres of wood, and common of pasture, with the appurtenances, in *Dundry* and *Chiew* in the County of *Somerset*, to which Writ the said T. Y. appeared in person, and after declarations against him by the said N. L. and B. T. he the said T. Y. appeared in person at the Bar of the said Court, and vouched to warranty the said S. N. and H. his wife, who likewise appeared in person, and did enter in the warranty, and afterwards vouched over the common vouchee, who did likewise appear in person, and after declaration against him, made defence, and afterwards made default, whereby several judgements were had according to the course of common recoveries used in the said Court of Common pleas, witnesseth now further this present Indenture, and it is hereby explained, declared and expressed, that the true intent and meaning of all the said parties to these presents before, and at the time of the suffering the said recovery, was, and ever since hath been and yet is, that the said recovery, and the whole execution thereof should, and for ever hereafter shall be and enure, and the said recoveries, and their heirs shall for ever hereafter stand and be seized of, and in the said third part of the said tenement, cottage, lands and premises before mentioned, with the appurtenances, to and for the only proper use and behoof of him the said J. F. and of his heirs and assigns for ever, and to or for none other use, intent or purpose whatsoever, and for that end and purpose (according to the advice of the Council, and the conclusion and agreement aforesaid) the said S. N. and H. his wife, for them and their heirs, and every of them do, and either of them doth by these presents remise, release and quit-claim all Errors, Writ and Writs of Error, cause and causes of Errors, misprisions and mis-entries and demands, which they the said S and H. or either of them, their or either of their heirs have, or hereafter may or ought to have, for or by reason of any errours, misprision, mis-entry, erroneous obtaining or prosecution of the said Writ of Entry and Judgements aforesaid, or any of them, or other matter or thing whatsoever, in or about, or any way touching or concerning the said recovery, or any the proceeding

or profecution thereof; And the ſaid S. N. for himſelf, his heirs, executors and adminiſtrators, and for every of them, doth covenant, promiſe and grant, to and with the ſaid J. F. his heirs and aſſigns, and to and with every of them by theſe preſents, that he the ſaid S. N. and H. his Wife, at the time of the enſealing and delivery of the ſaid recited Deed, made to the ſaid T. Y. and before mentioned to be enrolled as aforeſaid, were lawfully and rightfully ſeized in the right of the ſaid H. of, and in one full third part (the whole in three equal parts to be divided) of all and ſingular the tenements, lands and premiſſes before herein mentioned in fee-ſimple, or fee-tail, and at the time of the enſealing the ſaid Deed as aforeſaid, had full power, good right, and lawful authority, to grant, convey, ſettle and aſſure the ſaid third part, in manner and form aforeſaid, according to the true intent and meaning of theſe preſents, and alſo that the ſaid third part of the ſaid tenement, land and premiſes before herein mentioned, or intended to be conveyed, ſettled or aſſured to the ſaid J. F. as aforeſaid, now be and are, and ſo from time to time, and at all times hereafter for ever ſhall or may be, remain and continue unto the ſaid J. F. his heirs and aſſigns, according to the limitation aforeſaid, and the true intent and meaning of theſe preſents, clearly acquitted, exonerated and diſcharged, or otherwiſe by them the ſaid S. N. and *Heſter*, their executors or adminiſtrators, well and ſufficiently ſaved and kept harmleſs, of and from all and all manner of former and other bargains, ſales, gifts, grants, leaſes, morgages, eſtates, joyntures, dowers, wills, covenants, entails, ſtatutes-merchant and of the ſtaple, recognizances, judgements, executions, extents, debts to the Commonwealth, ſequeſtrations, debts of record, fines, iſſues, amerciaments, and of and from all other titles, charges, troubles and incumbrances whatſoever, at any time heretofore had, made, done, committed or ſuffered to be done, or at any time hereafter to be had, made, done, committed or ſuffered to be done by the ſaid S. N. and *Heſter*, *William King* the yonnger, and *William King* the elder, father and grandfather of the ſaid H. K. or any of them, or by any other perſon or perſons whatſoever, claiming or to claim, from, by or under them, or any of them, and the ſaid S. N. for himſelf, his heirs, executors and adminiſtrators, and every of them, doth further covenant, promiſe and grant, to and with the ſaid J. F. his heirs and aſſigns, and every of them by theſe preſents, that he the ſaid J. F. his heirs and aſſigns, and his and their far-

heirs and tenants, shall, or lawfully may from time to time, and at all times hereafter for ever, peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy one whole third part of all and singular the Tenements, Lands and premisses before mentioned, and take, receive and enjoy the rents, issues and profits thereof, to his and their own use, without any let, interruption, challenge, claim, disturbance or incumbrance, of or by them the said S. N. and *Hester*, or either of them, their or either of their heirs, &c. or of or by any other person or persons whatsoever, lawfully claiming, or having, or pretending to have any lawful estate, right, title, interest or thing, of, in, to or out of the said granted third part from, by or under the said *Hester*, and he the said Father and Grandfather, or any of them. And further

For better assurance. that the said S. N. and *Hester* his wife, and the heirs of the said *Hester* shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the costs and charges in the Law of the said J. F. his heirs and assigns, make, do, suffer, execute and acknowledge, or cause to be made, done, suffered, executed and acknowledged, all and every such reasonable and lawful acts, things and assurances in the Law whatsoever, for the further and better setling, assuring, sure making and conveying to the said J. F. his heirs and assigns for ever, according to the true intent and meaning of these presents, the said third part before hereby mentioned or intended to be conveyed and assured of and in the tenements, lands and premisses aforesaid, by such ways and means in the Law, as by him the said J. F. his heirs or assigns, or by his or their Council learned in the Law, shall be in that behalf reasonably devised, or advised and required, for the making whereof, the said S. N. or *Hester* shall not be compelled to travel above twenty miles from the place of his, her, or their dwelling or abode, at the time of such request to be made, nor to enter into any further or more general warranty, or acquital than is herein comprized, and the said S. N. and H. his wife, for the considerations aforesaid, have granted, bargained and sold, and by, &c. to the said J. F. his heirs and assigns, all Deeds, Charters, Writings and Evidences which do touch or concern the premisses aforesaid, or any part thereof, and all the right, title and demand of them the said S. and H. of, in and to all and every or any the same Deeds, Evidences and Writings. In witness whereof, all the said parties have to each part of this Indenture Tripartite, &c.

W.

W. B. Being poſſeſſed of Lands, &c. for a term of years (the inheritance of which Lands in fee-ſimple, were conveyed to R. R. and W. B. in truſt, to be diſpoſed of as W. B. and his Wife ſhall appoint) contracts with W, for ſale, the aſſurance adviſed thus, That for keeping one foot the term, and preventing incumbrances, the term ſhould be granted to W. D. himſelf, and the inheritance to W. D. his Son, the inheritance is conveyed to the Son, as followeth.

THis Indenture, &c. between W. B. of, &c. R. R. and W. K. of, &c. of the one part, and W. D. and W. D. of, &c. witneſſeth, That for and in conſideration of the ſum of, &c. to the ſaid W. B. by the ſaid W. D. the elder, before the enſealing hereof paid, as well for certain terms and intereſts by the ſaid W. B. to him the ſaid W. D. already made and granted of the parcels of Land herein after granted, as for the inheritance thereof, hereby intended to be granted and conveyed, the ſaid R. R. and W. K. at the requeſt of the ſaid W. B. and by the appointment, and with the atturnment of the ſaid W. D. the elder, have, and either of them hath granted, bargained, ſold, alienated and confirmed, and by, &c. to the ſaid W. D. the Son and his heirs, all that Meſſuage Tenement, &c, and all rents, reverſions, remainders and ſervices of the ſaid premiſſes, and all their, and either of their right, title, intereſt, chalenge, claim and demand whatſoever, of, in and to the ſame premiſſes, to have, hold and enjoy the ſaid, &c. unto the ſaid W. D. the Son, his heirs and aſſigns for ever, to his and their own uſe for evermore, to be holden of the chief Lord or Lords of the Fee or Fees of the premiſſes, by the rent and ſervice therefore due, and of right accuſtomed, and and it is concluded and agreed by and between the ſaid parties, that neither theſe preſents, nor any thing therein contained, ſhall extend or be conſtrued to extend to bind or charge the ſaid R. R. and W. K. or either of them, their or either of their heirs touching the premiſſes, otherwiſe than againſt his and their own acts reſpectively. In witneſs whereof, &c.

Note.

That in reſpect of the Atturnment of Tenant; the eſtate of inheritance paſſeth legally without livery.

B. M.

B. M. being ſeized of Lands, (jure uxoris) ſhe being a co-heir purchaſeth of J. B. (to whom the eſtates of the other co-heirs is come) all the Lands, the conveyance is by recovery concluded to be ſuffered by J. B.

THis Indenture, &c. Between J. B. of, &c. Son and heir of *William Beaumont* late of, &c. deceaſed, and M his Wife, one of the daughters and co-heirs of D. S. Gent. deceaſed, of the one part, and B. M. of, &c. *William* H. J. H. of, &c. and *Rich.* C. of, &c. of the other part, witneſſeth, That the ſaid *John Beaumont*, for and in conſideration of the ſum of 100*l.* of, *&c.* to him by the ſaid B. M. before, &c. whereof, &c. hath agreed to grant, convey and aſſure to the ſaid B. M. his heirs and aſſigns for ever, all that toft, and eight acres of Land by eſtimation, be they more or leſs, called, &c. and alſo common paſture for ſix young Beaſts, and one Houſe with the appurtenances in *Wickmire Heath*, all which premiſes are ſituate, &c. and now are in the tenure, holding, or occupation of the ſaid B. M. in the right of E. his wife, the daughter of R. W. deceaſed, for term of her life, and which ſaid premiſes late were the inheritance of the ſaid D. S. and by and after his death, deſcended and came to his three daughters, *viz.* the ſaid M. E. the wife of R. C. and B. the wife of J. M. the parts and portions of which E. C. and B. he the ſaid W. B. purchaſed and dyed thereof ſeized. And alſo the ſaid J. B. for the conſiderations aforeſaid, hath agreed to grant, convey and aſſure to the ſaid B. M. his heirs and aſſigns for ever, all other the meſſuages, lands, tenements and hereditaments of him the ſaid J. B. within the Pariſh of W. aforeſaid, and all rents, reverſions and ſervices of the premiſes, and every part thereof, as by ſuch ways and means as by him the ſaid B. M. or his Council learned in the Law, ſhall be in that behalf reaſonably deviſed and required: and this preſent Indenture further witneſſeth, That the ſaid J. B. doth for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and grant to and with the ſaid B. M. his executors and adminiſtrators and aſſigns by theſe preſents, that he the ſaid J. B. ſhall and will before the end of *Eaſter* Term now next enſuing, by Deed indented and enrolled in the High Court of Chancery, bargain and ſell to the ſaid W. H. and J. H. and their heirs, all the ſaid toft and premiſes, to have and to hold to the ſaid W. H. and J. H. and their heirs, during the natural life of the ſaid J. B. to the intent

tent and purpoſe to make them tenants of the free-hold of the premiſes, and that a Writ of entry *Sur deſſeiſin en le poſt*, ſhall be brought and proſecuted by the ſame R. C. againſt the ſaid W. H. and J. H. whereby he ſhall demand the ſaid premiſſes by ſome fit or apt names againſt them the ſaid W. H. and J. H. who ſhall appear in perſon, and vouch to warranty the ſaid J. B. who ſhall likewiſe appear in perſon, and vouch over to warranty the common Vouchee, who ſhall likewiſe appear in perſon, and enter into the warranty, and afterwards make default, and depart in contempt of the Court, whereby ſeveral Judgements ſhall be had, (viz.) for the ſaid R. C. to recover the premiſſes againſt the ſaid W. H. and I. H. and for them to recover in value againſt the ſaid J. B. and for the ſaid J. B. to recover over in value againſt the ſaid common Vouchee, which ſaid recovery, ſo or in any other manner to be had and executed, and all fines, feoffments, and other aſſurances at any time hereafter to be had or executed of the premiſſes, or any part thereof, ſhall be and enure, and ſhall be deemed, adjudged, conſtrued and expounded to be and enure, to and for the only uſe and behoof of the ſaid B. M. and of his heirs and aſſigns for ever: and the ſaid J. P. for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid B. M. his heirs and aſſigns by theſe preſents, that he the ſaid J. B. at the time of the enſealing and delivery hereof is, and until the ſaid premiſſes ſhall be fully and perfectly conveyed and aſſured to the ſaid B. M. his heirs and aſſigns for ever, according to the true intent and meaning of theſe prefents, ſhall be the true and lawful owner of the ſaid premiſes, and every part thereof, and of and in the ſame and every part thereof lawfully and rightfully ſeized of a good eſtate of inheritance in fee-ſimple, in his own right, and to the only uſe of him and his heirs, by good, ſure, ſufficient and abſolute conveyance, aſſurance and title in the Law indefeazible, and alſo, that he the ſaid J. B. at the time of the enſealing and delivery hereof, hath, and until the ſaid premiſſes ſhall be aſſured as aforeſaid, ſhall have full power, good right, and lawful authority, to bargain, ſell, convey and aſſure the ſaid premiſſes, and every part thereof to the ſaid B. M. his heirs and aſſigns for ever, according to the true intent and meaning of theſe premiſſes, and alſo that the ſaid premiſes, and every part thereof, now be and are, and ſo from time to time, and at all times hereafter for ever, ſhall or may be, remain and continue to the

ſaid

said B. M. his heirs and assigns, clearly acquitted and discharged, or otherwise by him the said I. B. his heirs and assigns, well and sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, joyntures, dowers, wills, covenants, statutes, recognizances, judgements, executions, extents, rents, charge-rents, seck, arrerages of rents, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed, omitted or suffered to be done by him the said J. B. or by the said W. B. or by any other person or persons whatsoever, (except the estate of the said E. M. for her life, and except the rents and services from henceforth to be due and payable to the Chief Lord or Lords of the Fee or Fees of the premisses) and also the said J. B. for himself, his heirs, executors and administrators, doth covenant, promise and grant, to and with the said B. M. his heirs and assigns by these presents, that he the said B. M. his heirs or assigns shall or lawfully may, from time to time, and at all times hereafter for ever, peaceably and quietly have, hold and enjoy the said premisses and every part thereof, without any let, interruption, challenge, claim, disturbance or incumbrance of or by him the said J. B. or his heirs, and without any lawful let, interruption, challenge, claim, disturbance or incumbrance, of, or by any other person or persons (except such as shall or may claim, by or under the right or title of the said E. M. or for the rents and services aforesaid:) And further, that he the said I. B. and his heirs, and every other person or persons, lawfully claiming or to claim any manner of lawful estate, right, title or interest in or to the premisses (except before excepted) shall and will from time to time, and at all times hereafter upon the reasonable request, and at the costs and charges in the Law of the said B. M. his heirs or assigns, make, do and execute all and every such further acts and things, for the further and better assuring of the said premisses, and every part thereof to the said B. M. his heirs and assigns for ever, as by him the said B. M. his heirs or assigns, or by his or their Council, &c. so as for the doing thereof, &c. a bargain and sale of Deeds, &c. In witness, &c.

Note.

B. M. demiseth the lands to A. and B. *Habend.* forty years, (if the coverture between him and E. his wife so long continue)

time) on truſt, to ſuffer him to enjoy and make ſuch grants as he ſhall appoint.

Note,

B. M. ſurrendereth to J. B. the premiſſes *Habend.* to him and his heirs, provided, if J. B. or his aſſigns pay not 200 *l.* before Midſummer next, &c. to be void, B. M. to enjoy the premiſſes in the mean time.

P. H. purchaſeth Lands of W. H. & Uxor (other Lands he holds in the Right of J. his wife, to whom the ſame were deviſed by R. I. her Brother in fee-ſimple) the Brother and Heir of the Deviſor intendeth to ſettle other Lands which came to him by Deſcent, on the ſaid P. and J. in tail. Now for the ſetling as well the Lands purchaſed of H. as all the reſt, a Fine is levied by W. H. & Uxor J. I. (Heir to the Deviſor) & Uxor, and the ſaid P. & Uxor, and T. P. and J. C. The uſes whereof are declared by the Deed following.

THis Indenture Tripartite, &c. between W. H. of, &c. and M. his Wife, T. I. of, &c. Brother and Heir of R. I. late of, &c. deceaſed, who was Son and Heir of J. I. late of, &c. deceaſed, (begotten on the body of J. his Wife, Daughter of T. P. of, &c. deceaſed) and A. the Wife of the ſaid T. I. of the firſt part, P. H. and J. his Wife of the ſecond part, and T. P. and J. C. of, &c. of the third part, witneſſeth, That whereas the ſaid W. H. by his Deed indented, bearing date *April* 18. in the ſixteenth year of, &c. for the conſideration therein expreſſed, did grant, bargain, ſell and convey to the ſaid P. H. his heirs and aſſigns for ever, two ſeveral Meſſuages or Tenements, with the Garden and appurtenances thereunto belonging, ſituate and being, &c. and then and yet in the ſeveral holding of, &c. and alſo three ſeveral holdings of, &c. and alſo three ſeveral Meſſuages or Tenements, with a Garden or out-ground on the back part thereof, and to the ſame three tenements, or ſome of them belonging or appertaining, ſituate and being, &c and then and yet in the ſeveral tenures or occupation of, &c, as in and by the ſame Deed indented more at large appeareth, and whereas alſo the ſaid R. I. being in his life time lawfully ſeized in fee-tail, of and in all the meſſuages, lands, tenements and hereditments hereafter mentioned, (that is to ſay) all that great meſſuage or tenement, wherein, &c. ſituate and being, &c. and alſo two other meſſuages or tenements, &c. and alſo three gardens, &c.

&c. and in his life time, (*viz.*) in the Term of *Easter*, in the sixteenth year of, &c. acknowledge and levy to the said P. H. and T. P. one Fine, *Sur conuzance de droit come ceo, &c.* which was sued out with Proclamation, according to the form of the Statute in that case made and provided, before the then Justices of the Court of Common-Pleas at *Westminster*, of all the said messuage, lands, tenements and premisses, by the names of nine Messuages, and four Gardens, with the appurtenances in, &c. as by the said Fine, remaining of Record in the said Court more at large may appear. Which said Fine was levyed to the intent and purpose, to make the said R. I. Tenant of all the said premisses in fee-simple, as by Indentures to that purpose made, bearing date *April* 29. in the said sixteenth year of, &c. made between the said R. I. of the one part, and the said T. P. and P. H. of the other part, more at large it doth and may appear: and whereas the said R. I. after the levying of the said Fine, (that is to say) *April* 25. in the seventeenth year, &c. by the last Will and Testament in writing, bearing date the day and year last mentioned, did give and devise in these words, *viz.* I give and bequeath all that Tenement, &c. unto *Jone H.* my Sister, Wife of *Peter H.* and to her heirs and assigns for ever, and also in another place of the said Will gave and devised in these words, (*viz.*) *Item*, I give to my Sister J. H. and to her heirs and assigns for ever, my house, lodge and orchard, with the appurtenances, lying and being, &c. as by the said Will and Testament may appear, and whereas the said *Richard Jones* afterwards died, leaving all the residue of the said Messuages, Lands, Tenements and premisses, to descend and come to the said T. I. as brother and heir of the said R. I. witnesseth now further this present Indenture, that for the consideration aforesaid, and for and in consideration of the sum of Forty pound to him the said T. I. by the said P. H. before the ensealing and delivery hereof, well and truly satisfied and paid, whereof he acknowledgeth the receipt, and thereof, and of every part and parcel thereof, doth clearly acquis and discharge the said P. H. his heirs, &c. and every of them for ever by these presents, and for setling the inheritance of all the said Messuages, Lands, Tenements, Hereditaments and premisses, in such manner and form as hereafter in these presents is mentioned limited and declared, and for divers other good causes and considerations, all the said parties moving, it is covenanted, granted, concluded and agreed, by and between all the

the ſaid parties to theſe preſents, that they the ſaid W. B. and M. his Wife, T. I. and A. his Wife, P. H. and J. his Wife, ſhall and will before the end of *Eaſter* Term next, acknowledge and levy to the ſaid T. P. and J. C. and to the heirs of one of them one fine, *Sur conuzance, &c.* to be ſued out with Proclamations according to the form of the Statute in that caſe made and provided, before the Juſtices of the Court of Common Pleas at *Weſtminſter*, of all the Meſſuages, Lands, Tenements and premiſſes before mentioned, by the names of thirteen meſſuages and ſeven gardens, with the appurtenances in, &c. which fine ſo or in any other manner to be acknowledged and levied, and all other fine or fines to be had, levied or acknowledged by or between the ſaid Parties, or any of them, or any other perſon or perſons of the ſaid premiſſes, or any part thereof, ſhall be and enure, and ſhall be deemed, adjudged, conſtrued and expounded to be and enure, to and for the only uſes, intents and purpoſes hereafter in theſe preſents limited, expreſſed and declared, (that is to ſay) as touching and concerning all the ſaid meſſuages, tenements, gardens and premiſſes before mentioned, to be granted, bargained, ſold or conveyed by the ſaid *W. Ho.* in and by the ſaid recited Deed indented, to the uſe and behoof of the ſaid *P. Hobbs*, and of his heirs and aſſigns for ever, and as touching all other the meſſuages, lands, tenements, hereditaments and premiſſes before mentioned, meant or intended to be comprized in the ſaid fine thereby agreed to be levied, whereof no uſe is herein therefore expreſſed, and of every part and parcel thereof, with the appurtenances, to the uſe and behoof of the ſaid *Peter H.* for term of his natural life, and from and after his deceaſe, to the uſe and behoof of the ſaid *Jone H.* for the term of her natural life, and from and after her deceaſe, to the uſe and behoof of the firſt Son of the ſaid *P. Hobbs*, on the body of the ſaid *Jone* his wife begotten, and to be begotten, and of the heirs males of the body of ſuch firſt Son lawfully to be begotten, and for default of ſuch iſſue, to the uſe and behoof of the ſecond Son of the ſaid *Peter Hobbs* on the body of the ſaid *Jone* his wife begotten and to be begotten, and of the heirs males of the body of ſuch ſecond Son lawfully to be begotten, and for default of ſuch iſſue, to the uſe and behoof of all and every other Son and Sons of the ſaid P. H. on the body of the ſaid *Jone* his wife to be begotten, one after another, as they ſhall be in ſeniority of age, and priority of birth, and of the heirs of the body of every of the ſame ſons reſpectively to be begotten,

the

the elder of the said sons and the heirs of his body, being always preferred before the younger, and the heirs of their bodies, and for default of such heirs, to the use and behoof of all the daughters of the body of the said P. H. on the body of the said I. his wife begotten and to be begotten, and of the heirs of the body of the same daughters respectively, lawfully to be begotten, and for default of such heirs, to the use and behoof the said P. H. and I his wife, and of their heirs and assigns for ever: provided always, and it is explained and declared to be the true intent and meaning of these presents, and of all the parties to the same, that it shall be lawful to and for the said P. H. and I. his wife, at any time during the coverture between them by any writing or writings indented to be by them signed and sealed in the presence of three or more credible witnesses, who shall thereunto subscribe or indorse their names or marks, testifying the same to alter, change, revoke, determine, diminish or inlarge all or any of the use or uses herein before limited, touching or concerning the said messuages, tenements and premisses, herein before limited, to the said P. H. and I. his wife, or either of them for their lives, or any part or parcel thereof, and by the same writing or writings, or by any other writing or writings indented, so signed, sealed and testified as aforesaid, to limit and appoint any other use or uses of the same messuage or messuages, tenements and premisses last mentioned, or any part or parcel thereof, to the said person or persons, or to any other person or persons, and of such estate and estates as to them shall seem best, and in case any such new limitation or appointment of uses shall be made, that then the said fine so to be levied, shall be and enure, and shall be deemed, adjudged, construed and expounded to be and enure, as touching the said messuages, tenements, lands and premisses last mentioned, and every part thereof, to and for such new use and uses, as in and by such writing or writings, so to be signified, sealed and testified as aforesaid, shall be expressed, limited and declared, any thing, &c. And the said *Thomas Jones* for himself, his heirs, executors and administrators, doth covenant, promise and grant to and with the said *P. Hobbs*, and *Jone* his wife, and either of them, their and either of their heirs, &c. by these presents, that all the said messuages, tenements and premisses, and every part and parcel thereof, with the appurtenances now are and be, and so from time to time, and at all times hereafter for ever, shall or may

be,

be; remain and continue to the ſeveral and reſpective uſes before herein mentioned, limited and declared, according to the true intent and meaning hereof, clearly freed and diſcharged of and from all former and other bargains, ſales, gifts, grants, leaſes, mortgages, charges, troubles and incumbrances whatſoever had, made, committed or done by him the ſaid *Tho. Joanes*, or any other perſon or perſons, lawfully claiming or to claim, by, from or under him. In witneſs, &c.

A marriage is intended between Tho. Geo. *Eſquire, and* Ph. B. *ſingle woman*, Ph. (*in regard the Joynture agreed on cannot preſently be aſſured*) *with conſent of* Tho. *makes over all her land*, &c. *jewels, moneys*, &c. *to* Eliz. *her ſiſter in truſt*, &c.

THis Indenture Tripartite, &c. between *T. Geo.* Eſquire, ſon and heir of Sir *Tho. G.* of, &c. Knight, of the firſt part, *Ph. E.* ſingle woman, and daughter of, &c. of the ſecond part, and *Eliz. B.* ſiſter of the ſaid *Ph. B.* of the third part, witneſſeth, That whereas there is a Marriage agreed upon, and ſhortly (by Gods grace) to be had and ſolemniz'd, between the ſaid *T. G.* and the ſaid *Ph. B.* and whereas the ſaid *P. B.* is, and ſtandeth poſſeſſed and intereſſed in certain leaſes, moneys, jewels, debts, goods and chattels; and whereas alſo the ſaid *T. G.* by reaſon of the preſent diſtractions of the times, is not able preſently to aſſure unto the ſaid *P. B.* ſuch Joynture as is agreed on to be aſſured to her, witneſſeth now further this preſent Indenture, that it is covenanted, granted, condeſcended unto and agreed upon, by and between all the ſaid parties to theſe preſents, in manner and form following, (that is to ſay) the ſaid *P. B.* by and with the conſent and good will of the ſaid *T. G.* Party to theſe preſents teſtified by being party, and putting his hand and ſeal to one or more parts of this Indenture, hath granted, aliened, aſſigned, and ſet over, and by, &c. unto the ſaid *Eliz. B.* all ſuch mannors, meſſuages, lands, tenements, rents, ſervices and hereditaments whatſoever, ſituate, lying and being in, &c. or elſewhere in *England*, whereof or wherein ſhe the ſaid *Phil* is or ſtandeth poſſeſſed or intereſſed, and all her eſtate, right, title, intereſt, claim and demand whatſoever, in and to the ſame Mannors, Meſſuages, Lands, Tenements and Premiſſes, and every or any part thereof, together with all Leaſes, Deeds and Writings, touching the ſame premiſſes, and

every part thereof. To have and to hold the ſaid Mannors, Meſſuages, Lands, Tenements and Premiſſes, and every part and parcel thereof, with the appurtenances to the ſaid *Eliz. B.* her executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſpective time and times, term and terms, as ſhe the ſaid *P. B.* hath, or ought to have thereunto to come and unexpired, and alſo the ſaid *Ph. B.* by and with the like conſent and agreement of the ſaid *T. G.* party to theſe preſents, teſtified as aforeſaid, hath granted and delivered, and by, &c. to the ſaid *Eliz. B.* all her jewels, moneys, bonds, ſpecialties, debts, and other goods and chattels whatſoever, before hereby mentioned, meant or intended to be granted and delivered, and every part and parcel thereof, with the appurtenances to the ſaid *Eliz. B.* her executors, adminiſtrators and aſſigns, to the uſes, intents or purpoſes hereafter in theſe preſents mentioned and declared: and it is expreſſed and declared to be the true intent and meaning of all the ſaid parties to theſe preſents, that the ſeveral grants herein before made to the ſaid *Eliz. B.* are ſo to her made upon truſt and confidence in her repoſed, as well by the ſaid *T. G.* party to theſe preſents, as the ſaid *P. B.* that in caſe the ſaid marriage take effect, and that the ſaid *T. G.* ſhall, during the coverture between him and the ſaid *Ph.* cauſe to be aſſured by good and ſufficient ways and means in the Law to the ſaid *Ph.* for her life, and after her death to the heirs of her body by the ſaid *T.* party, &c to be begotten, the mannors, meſſuages, lands, tenements and hereditaments, ſituate, lying and being in the Counties of *Wilts* and *Glouceſter*, or either of them, of the clear yearly value of 150 pounds of, &c. over and above all rents, charges, deductions and reprizes, or that after ſuch Marriage ſolemnized, if the ſaid *Ph.* ſhall happen to depart this tranſitory life before the ſaid *T. G.* and before ſuch aſſurance made as aforeſaid, which ſhall firſt happen, ſhe the ſaid *Eliz. B.* her executors, adminiſtrators and aſſigns, ſhall and will upon the reaſonable requeſt, and at the coſts and charges in all things of the ſaid *T. G.* his executors, &c. not only grant, aſſign and ſet over to the ſaid *T. G.* party, &c. his executors, &c. all the ſaid mannors, meſſuages, lands, tenements, hereditaments and premiſſes before hereby granted or aſſigned by the ſaid *Ph. B.* to the ſaid *Eliz. B.* as aforeſaid, for all ſuch time and times, term and terms reſpectively, as ſhall be then therein to come and unexpired, diſcharged of all other grants and incumbrances made or done by the ſaid *Elizabeth*, except ſuch as ſhe ſhall make or do by conſent of the

the said *T. G.* his executors, &c. but also grant and re-deliver to the said *T. G.* his executors or assigns, all such moneys, jewels, bonds, specialties, debts, and other goods and chattels whatsoever, as in the mean time shall come to the hands of the said *Eliz.* her executors, &c. by force of these presents, and which shall remain or be in her or their hands, custody, or possession, by the true meaning hereof, and also, that in such case, she the said *Elizabeth*, her executors, &c. shall from time to time, in the mean time after solemnization of the said Marriage, pay and deliver to the said *T. G.* all such rents, issues and profits of the said mannors, lands, tenements, moneys and debts, as shall come to her or their hands or custody, and also upon further trust and confidence in the said *Elizabeth B.* reposed, that in case the said Marriage take effect, and the said *T. G.* happen to depart this transitory life before the said *P. B.* and before he shall have assured or caused to be assured to the said *P. B.* any mannor, messuages, lands, tenements or hereditaments of the value aforesaid, and in form aforesaid; that then in such case she the said *Elizabeth B.* her executors, &c. shall and will not only re-grant, re-assign and set over to the said *Pb. B.* all the said mannors, messuages, lands, tenements and premisses before hereby granted or assigned by the said *Pb. B.* as aforesaid, for all such time and times, term and terms respectively, as shall be then therein to come and unexpired, discharged of all other grants and incumbrances made or done by the said *Elizabeth B.* her executors, &c. except such as she shall make or do by the consent of the said *P. H.* but also re-grant and re-deliver to the said *Phil.* her executors or assigns, all such moneys, jewels, bonds, specialties, debts, and other goods and chattels whatsoever, as in the mean time shall come to the hands or custody of the said *Eliz.* her executors or assigns by force of these presents, and which shall remain or be in her or their hands, custody or possession, by the true meaning of these presents, and the said *T. G.* for himself, his executors, &c. doth covenant, promise, grant and agree, to and with the said *Eliz. B.* her executors, &c. by these presents, that neither he the said *T. G.* nor his heirs, &c. nor any other person or persons, claiming or to claim by or under him, or deriving any authority by or under him, them or any of them, shall at any time hereafter enter into, receive, take or intermeddle with the said Mannors, Messuages, Lands, Tenements, Hereditaments, Jewels, Moneys, Bonds, Specialties, Debts, or other things before hereby mentioned, meant or intended to

be granted, aſſigned or delivered by the ſaid *Phil. B.* to the ſaid *Eliz. B.* as aforeſaid, or any part or parcel thereof, or any rents, iſſues or profits thereof, or of any part thereof, other than according to the true intent and meaning of theſe preſents, provided always, and it is declared to be the true intent and meaning of theſe preſents, and all the parties to the ſame, that in caſe the ſaid Marriage ſhall not be ſolemnized on or before the, &c. next enſuing the date hereof, that then and from thenceforth, theſe preſents, and every grant, matter and thing herein contained, ſhall ceaſe, determine, and be utterly fruſtrate and void to all intents and purpoſes; and that the ſaid *P. B.* her executors, &c. ſhall from thenceforth have and enjoy again, to her and their own uſe and right, all, &c. any thing, &c. In witneſs whereof to one part of this Tripartite Indenture, remaining with the ſaid *Eliz. B.* the ſaid *T. G.* and *P. B.* have put their hands and ſeals; to one other part remaining with the ſaid *P. B.* the ſaid *T. G.* and *Eliz. B.* have, &c. to the other part remaining with the ſaid *T. G.* the ſaid *P. B.* and *E. B.* have, &c.

A. and B. his Wife, being poſſeſſed of a certain Manor and Lands, Covenants with C. D. to levy a fine thereof to certain uſes, with a Covenant, that himſelf and his Wife together, ſhall have power to let Leaſes for lives or years.

THis Indenture, &c. Between *A.* and *B.* his Wife, of the one part, and *C.* &c. and *D.* of, &c. of the other part, witneſſeth, That for the ſetling of the Inheritance of the Mannors, Lands, Tenements and Hereditaments, hereafter in theſe preſents mentioned, to ſuch uſe and uſes, and in ſuch manner and form as is hereafter in theſe preſents limited, expreſſed and declared, and for the enabling of the ſaid *A.* and *B.* his wife, to make and grant Leaſes and Eſtates, of and in the ſaid Mannor, Lands and Premiſſes, in ſuch manner and form, and according to the power and authority to them hereafter in theſe preſents mentioned, reſerved and raiſed, and for other good cauſes and conſiderations, them the ſaid *A.* and *B.* his wife thereunto eſpecially moving, it is agreed between the ſaid parties, and they the ſaid *A.* and *B.* his wife, do covenant, grant and agree, to and with the ſaid *C.* and *D.* and either of them, their executors and adminiſtrators by theſe preſents, that they the ſaid *A.* and *B.* his wife, ſhall and will before the end of *Michaelmas*-Term next enſuing the date hereof, acknowledge and levy to the ſaid

ſaid *C.* and *D.* and to the heirs of the ſaid *C.* one fine *ſur conuſance de droit*, &c. to be ſued out with proclamations, according to the form of the Statute in that caſe made and provided, of all that the Mannor, capital Meſſuage, Farm, baron and demeaſn Lands, of, &c. with all and ſingular the rights, members and appurtenances thereof, thereunto or to any of them belonging, or reputed, or uſed, as thereunto or to any of them belonging, and of all other the Meſſuage, Lands, Tenements, Rents, Services and Hereditaments whatſoever, wherein *T. S.* Gent. deceaſed, had any eſtate of inheritance in poſſeſſion, reverſion or remainder, ſituate, lying and being, or to be had or taken, in or near the Towns, Pariſhes, Fields and Hamlets, &c. with the appurtenances, and of twelve meſſuages, two cottages, one watermil, twelve gardens, three hundred acres of land, two hundred acres of paſture, forty acres of wood, with the appurtenances, in, &c. or by ſuch other fit name or names, quantities and qualities of acres as ſhall be thought fit, which ſaid fine ſo or in any other manner to be had and levied, ſhall be deemed, adjudged, conſtrued and expounded, to be to and for the only uſes, intents and purpoſes, hereafter in theſe preſents limited, expreſſed and declared, and to and for none other uſe, intent or purpoſe whatſoever, that is to ſay, to the uſe and behoof of the ſaid *A.* for and during the term of his natural life, and from and after his death, to the uſe and behoof of the ſaid *B.* for and during the term of her natural life, and from and after the deceaſe of the ſaid *A.* and *B.* his wife, to the uſe and behoof of the heirs of the body of the ſaid *A.* on the body of the ſaid *B.* begotten, and to be begotten; and for default of ſuch heirs, to the uſe and behoof of the right heirs of the ſaid *A.* for ever: and it is promiſed, covenanted, concluded, agreed and declared by and between all and every the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *A.* from time to time, and at all or any time or times, during his natural life, by an Indenture or Indentures to make any demiſe or demiſes, grant or grants of the ſaid premiſſes, or of any part or parts thereof, alone or amongſt other things, as well in poſſeſſion for the term of twenty one years or under, or for one, two or three life or lives, or for any term or number of years determinable, on one, two or three lives, at, for and under ſuch rents, covenants and conditions, as to him the ſaid *A.* ſhall ſeem meet, ſo as ſhe the ſaid *B.* ſhall be made a party to every ſuch Indenture, whereby any ſuch demiſe or grant ſhall be made, during the life of the ſaid *B.*

and that the ſaid *B.* ſhall ſeal and deliver every ſuch Indenture, and that at all times from and after the making of any ſuch demiſe or demiſes, grant or grants, the ſaid fine to be levied as aforeſaid, and the Conuzes of the ſame fine and their heirs, and the heirs of the ſurvivor of them, ſhall ſtand and be ſeized of and in ſuch part and parts as ſhall be ſo demiſed or granted, to the uſe and behoof of every ſuch leſſee or leſſees, grantee or grantees, to whom any ſuch demiſe or demiſes, grant or grants ſhall be ſo made, and according to the true intent and meaning of every the ſame ſeveral and reſpective demiſe or demiſes, grant or grants, ſo as the ſame leſſee or leſſees, grantee or grantees, their executors and aſſigns, ſhall pay the rents, and perform their covenants and conditions in ſuch Indentures of demiſes or grants, to be ſpecified and contained, according to the true intent and meaning of the ſame Indenture. In witneſs, &c.

R. C. *being poſſeſſed of a Meſſuage,* &c. *in fee-ſimple, granteth the ſame to* J. P. C. P. *and* G. C. Habend. *to them and their heirs, to certain uſes,* viz. *the uſe of himſelf for life, yet ſo as to pay* 10 l. per annum, *and meat, drink,* &c. *to his eldeſt Son, his Wife,* &c. *and after his deceaſe to ſeveral other uſes and profits.*

THis Indenture, &c. Between *R. C.* of, &c. of the one part, and *J. P. C. P.* and *G. C.* of the other part, witneſſeth. That the ſaid *R. C.* for divers conſiderations him thereunto moving, and eſpecially for the preferment of *A.* his eldeſt Son, and next heir, and for the Joynture of *Alice*, the now Wife of the ſaid *A.* and for the preferment of the iſſue between the ſaid *A.* and *Alice*, lawfully begotten and to be begotten, hath given, granted, enfeoffed and confirmed, and by, &c. unto the ſaid *J. P. C. P.* and *G. C.* and their heirs, all that manſion-houſe, or meſſuage, with the appurtenances, wherein the ſaid *R. C.* now dwelleth, ſet, lying and being, &c. and all the Orchards, Gardens, Lands, Tenements, Paſtures, Meadows, Woods, Commons, Profits, Commodities and Advantages whatſoever, to the ſaid Meſſuage and premiſſes belonging, or in any wiſe appertaining, or being accepted, reputed or uſed, as part, parcel or member thereof, and the reverſion and reverſions, remainder and remainders, rents and ſervices of all and ſingular the aforeſaid premiſſes, and every part and parcel thereof; to have and to hold the ſaid meſſuage or tenement, lands, meadows,

dows, leaſoes, ſeedings, paſtures, rents, reverſions, ſervices and hereditaments, and all and ſingular other the premiſſes, with their and every of their appurtenances, unto the ſaid *J. P. C. P.* and *G. C.* their heirs and aſſigns for ever, to this end, meaning, intent, conſtruction and purpoſes, that they, &c. and their heirs, and the heirs of the ſurvivor or ſurvivors of them, ſhall from henceforth ſtand and be ſeized of the ſaid Meſſuage and all and ſingular other the above mentioned premiſſes, and of every part and parcel thereof, to the uſes, intents and purpoſes hereafter in theſe premiſſes limited and declared, and to none other uſe, intent or purpoſe whatſoever, (that is to ſay) to the uſe and behoof of the ſaid *R. C.* for and during his natural life, ſo as and upon condition that he the ſaid *R. C.* ſhall from time to time during his natural life, pay or cauſe to be paid unto the ſaid *A.* and *Alice* his wife, and the longeſt liver of them, the ſum of 20*l.* by the year, at the two moſt uſual Feaſts in the year, that is to ſay, the Feaſt of, &c. by even portions to be paid, during the ſaid term, or within 14 days next after every of the ſaid Feaſt days, and the firſt payment to be had and made upon the Feaſt-day of, &c. and the ſame payments to be yearly had and made in manner and form aforeſaid, at or within the now dwelling-houſe of the ſaid *A.* ſituate, &c. and alſo upon condition that he the ſaid *R. C.* ſhall from time to time during his natural life, find, give and provide unto the ſaid *A.* and the ſaid *Alice* his wife, and to all ſuch children, as ſhall be between them begotten, competent, ſufficient and convenient meat, drink, houſe-room, and lodging within his ſaid manſion-houſe, and after the deceaſe of the ſaid *R. C.* the ſaid parties above mentioned, and the heirs of the longeſt liver of them, ſhall ſtand and be ſeized of all and ſingular the ſaid premiſſes, with their and every of their appurtenances, to the uſe and behoof of the ſaid *A.* and of the ſaid *Alice* his wife, and of the heirs of their two bodies between them lawfully begotten, and to be begotten, and for default of ſuch iſſue, to the uſe and behoof of *R. C.* one other of the ſons of the ſaid *R. C.* and of the heirs males of his body lawfully to be begotten, and for default of ſuch iſſue, to the uſe and behoof of *W. C.* one other of the ſons of the ſaid *R. C.* and the heirs males of his body, lawfully to be begotten, and for default of ſuch iſſue, to the uſe of the ſaid *R. C.* of his heirs and aſſigns for ever.

R. C. covenanteth, that he is lawfully ſeized, hath power to grant, that the premiſſes ſhall remain free from incumbrances, *pro ut* uſual.

A settlement by fine and recovery of several Mannors, Lordships, &c. for the raising of moneys for payment of debts and childrens portions, as also for entailing thereof under several provisoes and legacies.

THis Indenture tripartite, &c. between the Right Honourable *Edward* Lord *Herbert* and *Richard Herbert* Esquire, son and heir apparent of Dame *Mary* late wife of the said *Edward* Lord *Herbert*, and sole daughter of Sir *William Herbert* of St. *Julians* in the County of *Monmouth* Knight, deceased, of the first part, the Right Honourable *John* Earl of *Bridgewater*, and *Edward Herbert* of the Inner Temple, *London*, Esquire, of the second part, and *Moses Loyd* of, &c. and *Henry Gethins* of, &c. of the third part, witnesseth, That whereas the said *Edward* Lord *Herbert*, or some in trust for him, is or are seized in his or their demesn, as of fee, of some part of the lands, tenements and hereditaments hereafter mentioned, and is also seized for term of his life, as tenant by the courtesie of *England* of the mannors, messuages, lands, tenements and hereditaments hereafter specified, the reversion thereof in fee-simple, being descended by and after the decease of the said *Mary* unto the said *Richard Herbert*: now to the end, that the Mannors, Lordships, Messuages, Lands, Tenements and other Hereditaments hereafter mentioned and expressed, may be established, vested and setled unto the said *Edward* Lord *Herbert*, during his natural life, and after his decease upon the said *Richard Herbert*, and upon his name, stock and posterity, and to such other uses, intents and purposes as are hereby appointed, it is covenanted, promised, granted, condescended, concluded and agreed by and between the said parties to these presents: and the said *Edward* Lord *Herbert*, and *Richard Herbert*, do for themselves, their heirs, executors, administrators and assigns, covenant, promise and grant, condescend and agree, to and with the said *John* Earl of *Bridgewater*, and *Edward Herbert*, their heirs, executors, administrators and assigns, and to and with every of them by these presents, that they the said *Edward* Lord *Herbert*, and *Richard Herbert*, shall and will on this side, and before the end of *Michaelmas*-Term next ensuing, and coming after the date of these presents, in due form of Law, and at the equal costs and charges in the Law of the said *Edward* Lord *Herbert*, and *Richard Herbert*, levy and acknowledge to the said *Moses Loyd*, and *Humphry Gethins* and

and the heirs of the said *Moses*, one or more fine or fines *sur conuzance de droit come ceo*, &c. with proclamations thereupon to be had and made, according to the form of the statutes in that behalf made and provided, of all that capital Messuage or Mannor-house of St. *Julians*, with the rights, members and appurtenances thereof, and of all and singular the Mannors, Lordships, Messuages, Lands, Tenements and Hereditaments whatsoever, of them the said *Edward* Lord *Herbert*, and *Richard Herbert*, or either of them, whereof they the said *E.* Lord *R.* and *H.* or either of them are or do stand seized of any estate or inheritance, within the Kingdom of *Ireland*, by such name or names, quantities, qualities, contents and numbers of acres of things, in such manner and form as by the said *E. L. H.* and *R. H.* or either of them shall be reasonably devised, or advised and required, in and by which fine or fines so as aforesaid, or in any other sort to be levied and acknowledged, the said *E. L. H.* and *R. H.* shall acknowledge the said Mannors, Lordships, Messuages, Lands, Tenements, Hereditaments, and all and singular other the premisses, with their and every of their appurtenances, to be comprized in every such fine, to be the right of the said *M. L.* as those which the said *M. L.* and *G. H.* have, of the gift of the said *E. L. H* and *R. H.* the which said fine or fines so as aforesaid, or in any other sort to be levied and acknowledged, shall be and enure, and shall be deemed, adjudged, esteemed, reputed, and taken to be and enure, to the use and behoof of the said *M. L. L.* and *H. G.* and their heirs, to the intent and purpose that they the said *M. L. L.* and *H. G.* may become perfect Tenants of the freehold of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premisses, with their Appurtenances, whereby one or more perfect common recovery or recoveries, shall or may thereof he had and suffered, in manner and form hereafter following, for which intent and purpose, it is hereby further covenanted and agreed, by and between the said parties to these presents, that it shall and may be lawful to and for the said *F. E.* of *B.* and *E. H.* to bring, pursue and prosecute against them the said *M. L. L.* and *H. G.* one or more Writs of every *sur desseisin en le post*, of and for the said Mannors, Lordships, Messuages, Lands, Tenements, Rents, Hereditaments, and all and singular other the premisses, with their and every of their appurtenances, by such name or names, quantities, qualities, contents and numbers of acres and things, in such sort, manner and form, as by the said *E. L. H.*

and

and *R. H.* or their, or either of their Council learned in the Law, shall be reasonably devised, advised and required; tho which said writ or writs of entry *sur disseisin en le post*; so as aforesaid, or in any other sort to be had or brought, shall be returnable in such Courts, and before such Judges or Justices, as the said *E. L. H.* and *R. H.* or the survivor of them, his or their Council learned in the Law, shall advise or think fit, before the end of *Michaelmas*-term next ensuing after the date of these presents, and the said *M. K. K.* and *H. G.* shall thereunto appear *gratis*, and vouch over to warranty the common vouchee, who shall also appear, and after imparlance had, shall make default and depart in contempt of the said Court, whereby one or more perfect common recovery or recoveries, shall or may be had or suffered against them the said *M. L. L.* and *H. G.* of and for the said Mannors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premisses, with their appurtenances, according to the usual course of common recoveries in such cases used and accustomed, for assuring of Lands and Tenements, the which said common recovery or recoveries, so as aforesaid, or in any other manner to be had and suffered, and all other common recoveries, fines, feoffments, conveyances and assurances in the Law whatsoever, since the death of the said Lady *Mary Herbert*, wife to the said *Edward* Lord *Herbert*, had, made, levied, suffered, acknowledged or executed, or at any time hereafter to be made, levied, suffered, acknowledged or executed, by or between the said Parties to these presents, or any of them, or whereunto they, or any of them shall be parties, of or concerning the said Mannors, Messuages, Lands, Tenements, Hereditaments or Premisses, or any of them, or any part or parcel of them, or any of them, shall be and enure, and shall be adjudged, deemed, esteemed, reputed and taken to be and enure, to the uses, behoofs, intents and purposes, and with, upon and under such provisoes, conditions, powers and limitations, as are hereafter in and by these presents mentioned, declared, limited and appointed, (that is to say) as for and concerning all and singular the said Messuages, Farms, Lands, Tenements and Hereditaments in *Tinterne* in the said County of *Monmouth*, &c. to the use and behoof of the said *Richard Herbert*, his heirs and assigns for ever, and as for and concerning all and every other the Mannors, Messuages, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Commons, Woods, Under-woods, Rents, Services, and Hereditaments whatsoever, so them the said *Ed. L. H.* and *R. H.* or either of them, with their

and

and every of their appurtenances in the said County of *Monmouth*, to the use and behoof of the said *Richard Herbert*, for and during the term of his natural life, without impeachment of or for any manner of waste, and with full power to do or commit waste, and after the decease of him the said *R.H.* to the use and behoof of the said *E.L.H.* for and during the term of his natural life, and after the decease of the said *E. L. H.* to the use and behoof of *Edward Herbert*, eldest Son of the said *Richard Herbert*, and of the heirs males of his body, lawfully to be begotten, and for default of such issue, to the use and behoof of *John Herbert*, second Son of the said *Richard*, and of the heirs males of his body lawfully to be begotten, and for default of such issue, to the use and behoof of *Richard Herbert*, third Son of the said *R. H.* party to these presents, and of the heirs males of the body of *Richard Herbert*, Son of the said *R. H.* party to these presents, lawfully to be begotten, and for default of such issue, to the use and behoof of the fourth Son of the body of the said *Richard Herbert*, party to these presents, on the body of the Lady *Mary Herbert* his wife, daughter of the said *Jo. E.* of *B.* begotten, or to be begotten, and of the heirs males of the body of such fourth Son lawfully to be begotten, and for default of such issue, to the use and behoof of the fifth Son of the body of the said *Richard Herbert*, party to these presents, on the body of the said Lady *Mary Herbert* his wife begotten, or to be begotten, and of the heirs males of the body of such fifth Son lawfully to be begotten, and so the sixth, seventh, eighth, ninth and tenth, and for default of such issue, to the use and behoof of all and every other Son and Sons of the body of the said *Richard Herbert*, party to these presents, to be begotten successively one after another, as they and every of them shall be in seniority of age, and priority of birth, the eldest of the said Sons, and the heirs males of his body, being ever preferred before the younger of the said Sons, and the heirs males of his body, and for default of such issue, to the use and behoof of *Edward Herbert*, second Son of the said *E.* Lord *H.* and of the heirs males of his body lawfully begotten, or to be begotten, and for default of such issue, to the use and behoof of the heirs males of the body of *Richard Herbert* Esquire, deceased, Father of the said *Edward* Lord *Herbert* lawfully begotten, and for default of such issue, to the use and behoof of the heirs males of the body of *Edward Herbert*, Grandfather to the said *Edward* Lord *Herbert*, and for default of such issue, to the use and behoof of the right heir,

of him the ſaid *Richard Herbert*, ſon of the ſaid *Edward* Lord *Herbert* for ever. And as for and concerning the Mannors, Lordſhips, Meſſuages, Mills, Lands, Tenements, Orchards, Gardens, Tofts, Crofts, Meadows, Leaſows, Paſtures, Feedings, Woods, Underwoods, Rents and Hereditaments whatſoever of the ſaid *Edward* Lord *Herbert*, and *Richard Herbert* his ſon, or either of them, with their and every of their appurtenances, in the ſaid County of *Angleſey*, to the uſe and behoof of the ſaid *Jo.* Earl of *Bridgewater*, and *Edward Herbert*, party to theſe preſents, and of their heirs and aſſigns for ever; upon truſt and confidence nevertheleſs, and to the end, intent and purpoſe, that they the ſaid *John* Earl of *Bridgewater*, and *Edward Herbert*, party to theſe preſents, and the ſurvivor of them and his heirs, ſhall and will at his and their free will and pleaſure, ſell, convey and aſſure the ſaid Mannors, Lands and Premiſſes in the ſaid County of *Angleſey*, and every part thereof, for the beſt benefit, profit and advantage, which ſhall or may be (*bona fide*) had or gotten for the ſame, and that the money to be raiſed by every or any ſuch ſale, and as every ſuch ſale ſhall be made, ſhall be forthwith paid and diſpoſed of as followeth, that is to ſay, out of the money that ſhall be raiſed by ſale of ſuch of the premiſſes in the ſaid County of *Angleſey*, as were the Lands of Dame *Herbert*, late of, &c. there ſhall be forthwith, and in the firſt place ſo much money paid to the ſaid *Edward* Lord *Herbert*, his executors or adminiſtrators, as according to the true yearly value of thoſe Lands, ſhall come to five years and an half purchaſe, and the reſidue of the moneys that ſhall be raiſed by the ſale of the ſame Lands, which were the Lands of Dame *Herbert* late of, &c. ſhall be diſpoſed of for and towards the payment and of the debts of the ſaid *Richard Herbert*, party to theſe preſents, and ſums of money mentioned in the Schedule hereto annexed, as the ſaid *Jo* Earl of *B.* and *Richard H.* party to theſe preſents, or the ſurvivors of them, ſhall think fit, and of the money that ſhall be raiſed by the ſale of the reſidue of the ſaid Mannors, Lands and Premiſſes in the ſaid County of *Angleſey*, there ſhall be forthwith and in the firſt place, ſo much paid to the ſaid *Edward* Lord *Herbert*, his executors or adminiſtrators, as according to the yearly value of the ſame Mannors, &c. ſhall come to ſixteen years purchaſe; and if thoſe Mannors and Lands ſhall be ſold for more than ſixteen years purchaſe, then the one moiety of ſuch ſurpluſage (if any ſhall be) ſhall be forthwith, and in the firſt place paid to the

the ſaid *Edward* Lord *Herbert*, his executors or adminiſtrators, and the other moiety thereof ſhall be diſpoſed of, for and towards the payment of ſuch of the debts of the ſaid *Richard Herbert*, party to theſe preſents, and ſums of money mentioned in the ſaid Schedule, as the ſaid *John* Earl of *B.* and *Edward Herbert*, party to theſe preſents, or the ſurvivor of them ſhall think fit, and the over-plus thereof (if any ſhall be) ſhall be paid to the ſaid *Richard Herbert*, or to ſuch other perſon or perſons, as he the ſaid *Richard Herbert*, party to theſe preſents, by any writing under his hand and ſeal, ſhall direct, nominate and appoint, to be diſpoſed of in the buying of Land, to be eſtated in the ſame manner, as the Lands in the ſaid C. of *Carnarven*, are by theſe preſents limited: and for want of ſuch direction, nomination or appointment, to the executors or adminiſtrators of the ſaid *Richard Herbert*, party to theſe preſents, the further truſt, intent and meaning of theſe preſents, and the parties hereunto being, that the ſaid *Edward* Lord *Herbert*, his executors, adminiſtrators or aſſigns, ſhall or may have, receive and take, to his and their own proper uſe, all and ſingular the rents, iſſues, revenues and profits of the ſaid Mannors, Lands and Premiſſes hereby limited and intended to be ſold, until ſale be thereof made, as followeth. Provided always, and it is hereby declared and agreed, by and between all and every the ſaid parties to theſe preſents, and the true intent and meaning of them, and of theſe preſents, is, That it ſhall and may be lawful to and for the ſaid *Edward* Lord *Herbert* (paying to Sir *Richard Eaton* of *Newport* in the County of *Salop* Knight, his executors and adminiſtrators, to be diſpoſed according to the truſt hereafter mentioned, the ſum of 1000 *l.* of good and lawful money, or ſuch leſs ſum of money, as the ſaid *Jo.* Earl of *Bridgewater*, and *Edward Herbert*, party to theſe preſents, or the ſurvivor of them, ſhall think fit, and appoint) at any time or times, during the term of his natural life, by Indenture, or by any deed or deed, writing or writings to be by him the ſaid *Edward* Lord *Herbert*, ſealed and ſubſcribed in the preſence of two or more credible witneſſes, to declare, limit and appoint all or any the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes, with their appurtenances, in the ſaid County of *Monmouth*, (the ſaid Capital Meſſuage called by the name of St. *Julians*, and the Lands late in the tenure or occupation of *John Morgan* Eſquire, and the Lands and Tenements whereof the uſe is herein before limited to the ſaid *Richard Herbert*, party to theſe preſents,

or

of the ſurvivor of them, in poſſeſſion always excepted and reſerved) to and for the Joynture of any wife or wives, which he the ſaid *Edward* Lord *Herbert* ſhall hereafter happen to marry, for and during the natural life and lives of ſuch wife and wives, or for any number or term of years determinable upon her or their life or lives, the ſame to take effect after the death of the ſaid *Edward* Lord *Herbert*; and that then and ſo often, and from thenceforth, the ſaid recovery or recoveries ſhall be and enure, and the recoverer and recoverers therein named, his and their heirs ſhall ſtand and be ſeized of and in the ſaid Mannors, Meſſuages, Lands, Tenements and Hereditaments in the ſaid County of *Monmouth*, with their rights, members and appurtenances, or of or in ſo much or ſuch part thereof, of, for and concerning the which ſuch Indenture, Deed or Writing ſhall be made by the ſaid *Edward* Lord *Herbert*, as aforeſaid, for the Joynture of any ſuch wife or wives, or number of years determinable, upon her or their life or lives, as aforeſaid, according to the true intent and meaning of the ſame Indenture, Deeds and Writings, and of theſe preſents. And it is hereby declared and agreed by and between the ſaid parties hereunto, that the ſaid ſum of one thouſand pounds herein before mentioned, or ſuch leſs ſum as aforeſaid, to be paid by the ſaid *Edward* Lord *Herbert*, to the ſaid *Richard Eaton*, as aforeſaid, ſhall go and be employed upon the truſt herein after following, (*viz.*) in caſe the debts and ſums of money mentioned in the Schedule hereunto annexed, be not then paid, then the ſame, or ſo much thereof as ſhall be ſufficient to pay and ſatisfie ſuch of the ſaid debts or ſums of money mentioned in the ſaid Schedule hereunto annexed, as the ſaid *Jo.* Earl of *Bridgewater*, and *Edward Herbert*, party to theſe preſents, or the ſurvivor of them and his heirs ſhall think fit, ſhall be diſburſed and employed to that purpoſe, and after the ſaid debts and ſums of money, or ſuch of them as the ſaid *Jo.* Earl of *Bridgewater*, and *Edward Herbert* ſhall think fit, ſhall be paid or ſatisfied, then the ſurpluſage (if any be) of the ſaid One thouſand pounds, or ſuch leſs ſum, as aforeſaid, ſhall be diſpoſed and employed, for the purchaſing and buying of Lands, Tenements and Hereditaments, to be ſetled on the ſaid *Edward Herbert*, party to theſe preſents, for and during the term of his natural life, and after his deceaſe to the uſe and behoof of ſuch perſon and perſons, and in ſuch manner and form as the ſaid Lands, Tenements and Hereditaments in the County of *Monmouth* herein before limited, to the ſaid *Richard Herbert*, party to theſe preſents,

for

for his life, with remainders over, are limited, eſtated and ſetled: Provided always, and it is covenanted, granted, condeſcended, concluded and agreed by and between all the ſaid parties to theſe preſents, and the true intent and meaning of them, and every of them, and of theſe preſents is, that if the ſaid *Richard Herbert*, party to theſe preſents, or ſome other perſon or perſons, to whom any eſtate is hereby limited or intended to be limited, of and in the ſaid Mannors, Lands, Tenements and Hereditaments within the Kingdom of *Ireland*, or any of them, their or ſome of their heirs or aſſigns, or ſome of them, ſhall not within two years next after the deceaſe of the ſaid *Edward* Lord *Herbert*, well and truly pay, or cauſe to be paid to the ſaid *Edward Herbert*, Son of the ſaid *Edward* Lord *Herbert* (if he the ſaid *Edward Herbert*, Son to the ſaid *Edward* Lord *Herbert*, ſhall ſo long live) the ſum of two thouſand pounds of, &c. that then and immediately after ſuch default of payment, all and every uſe and uſes herein before limited and declared as for and concerning all and every the Mannors, Lands, Tenements and Hereditaments, within the Kingdom of *Ireland*, ſhall ceaſe and be void, and then alſo and from henceforth the ſaid recovery and recoveries, ſo as aforeſaid, or in any other ſort to be had and ſuffered, and the Recoverer and Recoverers therein named, his and their heirs ſhall ſtand and be ſeized of and in all and ſingular the Mannors, Lands, Tenements and Hereditaments, with their Appurtenances, within the ſaid Kingdom of *Ireland*, to the uſe and behoof of the ſaid *Edward Herbert*, Son of the ſaid *Edward* Lord *Herbert*, his heirs and aſſigns, until he or they ſhall and may out of the rents, iſſues and profits thereof, have fully levied and received the ſaid ſum of two thouſand pounds, together with conſideration after the rate of 8 *l. per centum, per annum*, for the forbearance thereof, from the end of the ſaid two years next enſuing the death of the ſaid *Edward* Lord *Herbert*, and all damages, coſts and charges which he the ſaid *Edward Herbert*, Son of the ſaid *Edward* Lord *Herbert*, his heirs, executors or adminiſtrators, ſhall ſuſtain to be put unto, in or about the recovery of the ſaid premiſſes, or of the ſaid ſum of two thouſand pounds, or any part thereof, or in or about any ſuit concerning the ſame: Provided alſo, and it is covenanted, granted, condeſcended, concluded and agreed, by and between the ſaid parties to theſe preſents; and the true intent and meaning of them, and every of them, and of theſe preſents is, That it ſhall and may be lawful to and for the ſaid *Richard Herbert*,

party

party to these presents, by Indenture, or by any Deed or Deeds, Writing or Writings, indented or poll, to be by him the said *Richard Herbert*, party to these presents, sealed and subscribed in the presence of two or more credible witnesses, to declare, limit, or appoint all or any of the said Mannors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premisses, in the Kingdom of *Ireland*, to and for the Joynture of any Wife or Wives, which he the said *Richard Herbert*, shall hereafter happen to marry, or to take to Wife, for and during the natural life or lives of such Wife or Wives, or for any number or term of years determinable, upon her or their life or lives, the same to take effect upon the decease of the said *Edward* Lord *Herbert*, and *Richard Herbert*, and the survivor of them, to be subject to the use herein before limited, to the said *Edward Herbert*, son of the said *Edward* Lord *Herbert*, and his heirs in the manner aforesaid, and then and from thenceforth, the said recovery and recoveries shall be and enure, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized of and in the said Mannors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premisses in the Kingdom of *Ireland*, with the rights, members and appurtenances thereof, or of, or in, or so much, or such part thereof, for or concerning which such Indenture, Deed or Writing, shall be made by the said *Richard Herbert*, as aforesaid, for the life of any such Wife or Wives, or number of years determinable upon her or their life or lives, as aforesaid, according to the true intent and meaning of the said Indenture, Deeds or Writings, and of these presents, subject nevertheless to the said use herein before limited, to the said *Edward Herbert*, son of the said *Edward* Lord *Herbert*, his heirs and assigns in manner aforesaid: Provided also, and it is nevertheless covenanted, concluded, condescended and agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said *Richard Herbert*, party to these presents, at all or any time or times hereafter, during his natural life, being then actually seized of the immediate estate of Freehold in possession, of or in the said Mannors, Lands, Tenements, Hereditaments and Premisses, or any of them, by vertue or means of the said Recoveries or any of them, and of these presents, or of any the limitations, of uses herein limited, to demise or to Farm-let by Indenture or Indentures, such or so much of the said Mannors, Lands, Tenements, Hereditaments and Premisses, whereof he shall be then so seized

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in poſſeſſion of ſuch eſtate, as aforeſaid, or any part there-of chargeable and charged, nevertheleſs with their liber-ties and powers herein contained, and with the terms and eſtates hereof, thereby, or in purſuance thereof made or raiſed unto any perſon or perſons whatſoever in poſſeſſi-on, for any number of years not exceeding the number of Twenty one years, from the making thereof in poſſeſſion, or for the term of three lives, or for any fewer number of years or lives, or for any number of years determi-nable on their lives, or any fewer number of lives in poſſeſſi-on, ſo as upon every ſuch demiſe, leaſe or grant ſo to be made as aforeſaid, there be reſerved reſpectively ſuch rents and ſervices, as at any time within the ſpace of Se-ven years laſt paſt, before the date of theſe preſents, have been reſerved for the ſame, or more or greater rent pay-able for the ſame, during the continuance of every ſuch ſeveral or reſpective demiſe or leaſe, ſo to be made as aforeſaid, to ſuch perſon and perſons, as by force of theſe preſents, ſhall or ought to have the immediate reverſion or remainder thereof, and that immediately from and after every or any ſuch time, as any ſuch ſeveral and reſpective demiſe, leaſe or grant ſhall be made as aforeſaid; the re-covery and recoveries, and every of them ſhall be and enure, and ſhall be taken to be and enure; and the ſaid Recoverer and Recoverers in the ſaid Recovery named, and every of them, their and every of their heirs, and all and every other perſon or perſons, which at any time here-after ſhall be ſeized of ſuch parts and parcels of the pre-miſſes, as ſhall be demiſed or leaſed, as aforeſaid, ſhall ſtand and be ſeized thereof, and of every part thereof, to the uſe and behoof of ſuch ſeveral and reſpective perſon and per-ſons, to whom any ſuch demiſe or leaſe ſhall be ſo made, as aforeſaid, their ſeveral and reſpective executors, admi-niſtrators and aſſigns, to ſuch ſeveral and reſpective eſtate and eſtates, term and terms, and ſuch manner and form, as in ſuch ſeveral and reſpective demiſes or leaſes to be made, as aforeſaid, ſhall be mentioned and expreſſed, ſub-ject to the rents, covenants, conditions, proviſoes and agreements, as therein ſhall be ſeverally and reſpectively contained and expreſſed, and of the revetſion and rever-ſions, remainder and remainders thereof, to the uſe of ſuch perſon or perſons, as by force of theſe preſents ſhall or ought to have the immediate reverſion or remainders there-of, any thing, &c. Provided always, and it is, &c. and the true intent, &c. is, that it ſhall and may be lawful to and for the

ſaid *Richard Herbert*, party to theſe preſents, at any time or times after the deceaſe of the ſaid *Edward* Lord *Herbert*, during his natural life, by Indenture, Deed or Writing to be by him the ſaid *Richard Herbert*, party to theſe preſents, ſealed and ſubſcribed in the preſence of two or more credible Witneſſes, to make any leaſe or leaſes, demiſes or grants, of all or any part of the ſaid Mannors, Lands, Tenements and premiſſes, with their appurtenances, as well thoſe within this Realm of *England*, and the Principality of *Wales*, as thoſe within the ſaid Kingdom of *Ireland* (except ſuch of the Mannors, Lands, Tenements and premiſſes in the ſaid County of *Monmouth*, as ſhall be limitted to or for the Joynture of ſuch Wife or Wives as the ſaid *Edward* Lord *Herbert* ſhall hereafter marry, for and during the life or lives of ſuch Wife or Wives only) for the term of twenty one years, or under, or for one, two, three, or more lives, or for any number or term of years determinable, upon one, two, three or more lives in poſſeſſion or reverſion, or otherwiſe, with reſervation of rent, or without reſervation of rent, at his and their will and pleaſure unto any perſon or perſons, ſubject nevertheleſs to the uſe herein before limited, to the ſaid *Edward Herbert*, Son of the ſaid *Edward* Lord *Herbert*, his heirs and aſſigns in manner aforeſaid, upon truſt for the raiſing of the ſeveral portions herein after mentioned, for ſuch daugter and daughters, as the ſaid *Richard Herbert*, Son of the ſaid *Edward* Lord *Herbert*, ſhall happen to have, and not otherwiſe; Provided (that is to ſay) if one daughter only, then for the raiſing of 3000 *l.* for that daughter; if more than one daughter, than for the raiſing of 2000 *l.* apiece, for each and every one of the ſaid daughters; and that all or every ſuch Leaſe or Leaſes, Demiſes or Grants ſo to be made, as aforeſaid, ſhall ſtand and be good and effectual in the Law, to all intents and purpoſes; and that the ſaid Recovery and Recoveries ſo as aforeſaid, or in any other ſort to be had and ſuffered, and the Recover and Recovers therein named, his and their heirs, ſhall ſtand and be ſeized of and in ſuch part, and ſo much of the Mannors, Meſſonages, Lands and premiſſes, with the appurtenances, as ſhall be ſo demiſed or leaſed, as aforeſaid, and every part thereof (except as is before excepted) to the uſe of ſuch perſon and perſons, his and their executors, adminiſtrators and aſſigns, to whom ſuch demiſes, leaſes or grants ſhall be ſo made, as aforeſaid, for and during ſuch leaſes, eſtates and terms, as ſhall be ſo demiſed and granted, as aforeſaid, ſubject nevertheleſs

use to the said use herein before limited, to the said *Edward Herbert*, Son of the said *Edward* Lord *Herbert*, his heirs and assigns, in manner aforesaid, Provided also, and it is, &c. and the true intent, &c. that it shall and may be lawful to and for the said *Richard Herbert*, party to these presents, from time to time, and at all times during his natural life, by any his Deed or Deeds, Writing or Writings, indented or poll, to be by him the said *Richard Herbert*, party to these presents, signed, sealed and delivered in the presence of two or more credible witnesses, to revoke, annihilate, frustrate and make void all or any of the use or uses, estate or estates, or limitations herein before limited, declared and appointed, of, for, or concerning any three Plough-lands of the premisses, in the Kingdom of *Ireland*, not exceeding in the whole the clear yearly value of 150 *l. per annum*, over and above all charges and reprizes, other than the use herein before limited to the said *Edward Herbert*, Son of the said *Edward* Lord *Herbert*, and his heirs in the manner aforesaid, and other than the use herein before limited to the said *Edward* Lord *Herbert*, for his life; and that then and from thenceforth, the use and uses, estate and estates, and limitations herein before declared, limited or appointed, of, for or concerning such of the last mentioned premisses, for or concerning which any such nomination shall so be had or made, other than the uses herein before limited, to the said *Edward* Lord *Herbert*, and *Edward* Son of the said *Edward* Lord *Herbert*, and his heirs, in the manner aforesaid shall cease, determine and be utterly revoked, frustrate and made void: and then also it shall and may be lawful, to and for the said *Richard Herbert*, party to these presents, by the same Deed or Deeds, or by any other Deed or Deeds, to be signed, sealed and delivered by him the said *Richard Herbert*, as aforesaid, to declare, limit or appoint any other new use or uses, estate or estates whatsoever, of the said premisses, of, for or concerning which any such revocation shall be so made, or any part or parcel thereof, unto any person or persons whatsoever, subject nevertheless, to the said use herein before limited, to the said *Edward Herbert*, Son of the said *Edward* Lord *Herbert*, and his heirs, in the manner aforesaid, any thing in these presents contained to the contrary thereof in any wise notwithstanding: and that then also, and from thenceforth, the said recovery and recoveries, as to such of the premisses, concerning which any such revocation and new declaration shall be so made, to such uses, intents and purposes,

as the said *Richard Herbert*, party to these presents, by any such Deed or Deeds, as aforesaid, shall declare, limit or appoint; Provided also, and it is, &c, that if the said *Edward* Lord *Herbert*, and *Richard* his Son, shall both of them be minded to make sale of the Mannors, Lands, Tenements and Hereditaments, within the County of *Monmouth*, or any of them (other than such as herein are before limited, to the said use of the said *Richard Herbert*, party to these presents, and his heirs in possession) which sales is not meant or intended by any of the parties to these presents to be made, but for raising of money to be imployed and bestowed upon the purchase of some other Lands of as good value, or in some other place or places, to be settled and estated, to the same uses and estates, and with the same powers and provisoes, and in the sort and manner, as those Lands so to be sold, are hereby limited, and mentioned to be settled and estated, and being both so minded, shall at any time during their joynt lives, by any Deed or Deeds, Writing or Writings to be by him the said *Edward* Lord *Herbert*, and *Richard Herbert* his Son, party to these presents, sealed and subscribed in the presence of two, &c. declare and publish their mind, intent and meaning to be, to revoke, alter and frustrate the said uses and estate, before in these presents mentioned, declared, limited or appointed, or any of them, or for or concerning the said last mentioned Mannors and premisses, or any of them, or any part or parcel thereof, or any of them, that then from and after such declaration or publication, so to be made as aforesaid, the same use and uses, estate and estates, in and by these presents limited, expressed, declared or appointed, of, for or concerning the which any such declaration or limitation shall be made as aforesaid, shall cease and become utterly void, frustrate and of none effect, to all intents, constructions and purposes whatsoever, and that then and from thenceforth, the said recovery and recoveries, so as aforesaid, or in any other sort to be had and suffered, shall be and enure, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized of and in the said Mannors, Lands and premisses last mentioned, or so much, or such part thereof, concerning which any such declaration or publication shall be made as aforesaid, to such uses, intents, trusts and purposes, as the said *Edward* Lord *Herbert* and *Richard*, party to these presents, by any Deed or Deeds, &c. sealed and subscribed in the presence of two, &c. shall declare, limit or appoint. And it is further, &c.

for

for the considerations aforesaid, that in case any of the said Mannors, intended to be comprized in the said fine or fines, recovery and recoveries, shall be omitted or left out, and not be comprized in the said fine or fines, recovery or recoveries, or in case there shall happen to be any defect in the assurance of the premisses, or any of them, according to the true, &c. that they the said *Edward* Lord *Herbert*, and *Richard Herbert*, party to these presents, their heirs and assigns, and all and every other person and persons, which now are, or hereafter shall be seized of, and in such of the said Mannors, &c. as shall be so omitted or left out, and not to be comprized, as aforesaid, or whereof such fine or fines, recovery or recoveries shall not be levied and had, or whereof the assurance hereby intended to be made, shall be any way defective, shall stand and be seized thereof, and every part and parcel thereof, with their and every of their appurtenances, and the reversions thereof, to and for the several and respective estate and estates thereof, herein before severally and respectively limited unto them, or any of them, as aforesaid, under the several provisoes herein before mentioned, and to none other uses, intents and purposes. In witness, &c.

I. W. *being seized of a Mannor, and other Lands (conceiving he should dye without issue, and intending to settle the same to good uses) by Deed, granteth and conveyeth the same to* A B, C, *&c. in trust to the use of himself for life, and after of* Rachel *his wife for life, the remainder to the heirs of his body, and in default of such heirs, to grant the same as he should by Will, or other writing, limit or appoint, &c. with several Provisoes, &c.*

THis Indenture made, &c. between I. W. of, &c. of the one part, and A. B. C. D. &c. of the other part, witnesseth, that the said I. W. for and in consideration of the better confirmation and strengthning of a Joynture already made and granted to R. his now wife, and for her better maintenance and livelihood in time to come, and for the natural love and affection which he the said I. W. beareth to the heirs of his body, begotten and to be begotten, and for settling and establishing of the inheritance of the Lands and Tenements hereafter mentioned, to and in the said A. B. C. D. &c. and their heirs, to the uses, intents and purposes hereafter specified: Hath given, granted, enfeoffed and confirmed, and by, &c. unto the said A. B. C. D.

&c. their heirs and assigns for ever, all that the Mannors, Capital Messuages, and Farm of B. in, &c. with the rights, members and appurtenances thereof; and all that the Advowson, Patronage and Gift of the Parish-Church of B. and all and all manner of Houses, Edifices, Dove-Houses, &c. and all those Thirteen Messuages or Tenements, &c. and all shops, cellars, sollers, &c. and all other the messuages, lands, tenements, reversions, services and hereditaments whatsoever, which he the said I. W. standeth seized of any estate of inheritance, within the Counties of, &c. aforesaid, or elsewhere within the Kingdom of *England*, and the reversion and reversions, remainder and remainders of all and singular the said premisses, and all rents and yearly profits reserved, due or payable by or upon any demise, lease or grant, demises, leases or grants made of the said premisses, or any part thereof, and all the estate, right, title, interest, claim and demand whatsoever, of him the said J. W. of, in and to the same premisses, and every or any part or parcel thereof, and also such Deeds, Charters, &c. to have and to hold the said Mannors, Messuages, Farms, Tenements and Rectory, and all and singular other the premisses before by these presents granted or mentioned, meant or intended to be granted, with their and every of their appurtenances unto the said A. B. C. D. &c. their heirs and assigns for ever, to the uses, intents and purposes hereafter in these presents limited, expressed and declared, and to none other use, intent or purpose (that is to say) as for, touching and concerning the said Mannor, Capital Messuage and Farm of *Burnet*, and all lands, meadows, pastures, &c. And the said Rectory and Parsonage of *Chewton*, alias *Chewton*, and with the rights, members and appurtenances thereof, and all and all manner of tithes of corn, hay and wool, and all obligations, obventions, profits, commodities and hereditaments whatsoever, coming, growing, yearly renewing or happening in *Chewton*, aforesaid, or elsewhere, to the said Rectory or Parsonage belonging, or in any wise appertaining, and the said messuage or tenement, &c. and the said three messuages of tenements, &c. and all Cellars, Sollers, Houses, &c. and the reversion and reversions thereof, &c. and all rents and services thereunto belonging, or in any wise appertaining, to the use and behoof of J. W. and his assigns, for and during the term of the natural life of the said J. W. without impeachment of, or for any manner of waste, and after the decease of the said J. W. then to the only use and behoof of the said

Rachel,

Rachel, for and during the term of her natural life, for and in the name of her Joynture, and in full recompence of her Dower, and title of Dower, which she the said *Rachel* shall or may have of or to the lands, tenements and hereditaments of the said J. W. and after the decease of the said J. W. and *Rachel*, then to the use and behoof of the heirs of the body of the said J. W. lawfully begotten, or to be begotten; and for default of such issue, to the use and behoof of the said A. B. C. D. &c. their heirs or assigns for ever; upon this hope, trust and confidence nevertheless in them reposed, by the said J. W. that they the said A. B C. D. &c. and the Survivors and Survivor of them, and his and their heirs and assigns, and at all times after the ending of the said estates of the said J. W. and *Rachel* his Wife, of and in the said Mannors and premises to them above limited, make such grants and conveyances of the same, and dispose, distribute and employ the rents, issues and profits thereof, to such person and persons, and in such manner and form as the said J. W. by his last Will and Testament in writing (by him) to be subscribed with his own hand, and sealed with his seal in the presence of three or more witnesses, or by any other writing to be by him subscribed and sealed in the presence of so many Witnesses, as aforesaid, shall nominate, declare or appoint, and for and in default of such nomination or appointment, then that the persons trusted, and the Survivors and Survivor of them, his and their heirs and assigns shall convey and assure the said Mannor and premisses, to and on the right heirs of the said J. W. for ever, and as for, touching and concerning all other the said Messuages, Lands, Tenements and premisses residue with the appurtenances, whereof no use is before by these presents limited or declared to the use and behoof of the said J. W. and of the heirs of his body lawfully begotten, and to be begotten, and for default of such issue, to the use and behoof of the said A. B. C. D. &c. their heirs and assigns for ever, upon the like hope, trust and confidence in them reposed, that they the said persons trusted, and the Survivors and Survivor of them, and his and their heirs and assigns, at all times, from and after such time as the said J. W. shall be dead, without heir of his body, shall make such grants and estates of the said Lands, and premises residue, &c. or any part or parts thereof, and distribute, dispose and employ the rents, issues and profits thereof, to such person and persons, and in such manner and form as the said J. W. by his last

Will and Teſtament in writing to be by him ſubſcribed with his own hand, and ſealed in the preſence of three or more witneſſes, or by any other writing to be by him ſubſcribed and ſealed in the preſence of ſo many Witneſſes, as aforeſaid, ſhall nominate, declare, limit and appoint, and for and in default of ſuch nomination or appointment, then, that the ſaid perſon or perſons truſted, and the Survivors or Survivor of them, his and their heirs and aſſigns ſhall convey and aſſure the ſame lands and premiſſes reſidue with the appurtenances, to and upon the right heirs of the ſaid J. W. For ever. Provided always, and it is fully and plainly covenanted, concluded and agreed, by and between the ſaid parties to theſe preſents, for them, their heirs and aſſigns, that it ſhall be lawful to and for the ſaid *John W.* and that the ſaid J.W. ſhall have full power and authority from time to time, and at all times hereafter, at will and pleaſure, by his Deed or Deeds in writing to demiſe, grant, and to farm-let all or any the ſaid Mannor, Meſſuages, Lands, Tenements and Hereditaments, and every or any part or parts thereof, as well in poſſeſſion, as in reverſion, or in poſſeſſion, or in reverſion, unto any perſon or perſons for one, two or three lives, or for any number of years whatſoever, by and under ſuch Rents, Reſervations, Covenants, Conditions, Limitations and Agreements, as to him ſhall ſeem meet, or without any Rent, Reſervation or Condition, at his will and pleaſure; at that when, and as often as any ſuch Demiſe, Grant or Leaſe ſhall be ſo made by the ſaid J.W. of the premiſſes, or any part or parts thereof, the ſaid parties truſted, and every of them, and the Survivors and Survivor of them, and every of them, and his and their heirs and aſſigns, ſhall ſtand and be ſeized of ſuch part, parts and parcels of the ſaid Mannor, Meſſuages, Farms, Tenements, Rectory and premiſſes, as ſhall be ſo demiſed, leaſed or granted, immediately from and after every ſuch Demiſe, Leaſe or Grant made, to the uſe and behoof of every ſuch perſon and perſons, to whom any ſuch Leaſe, Demiſe or Grant ſhall be ſo made, and of their executors, adminiſtrators and aſſigns reſpectively, only for and during the continuance of the eſtate and eſtates, term and terms, intereſt and intereſts, to be limited and expreſſed, in ſuch Leaſe, Demiſe or Grant, under ſuch Rent, Reſervations, Condition and Conditions, Limitation and Limitations, as in or by ſuch Leaſes, Demiſes or Grants ſhall be limited, expreſſed or contained reſpectively, according to the intent, purport and true meaning of every

ſuch

ſuch Demiſe, Grant and Limitation, and of the Reverſion and Reverſions, Rents and Services reſerved, and depending upon the ſame Leaſes and Grants, and alſo after the end and expiration of every ſuch Demiſe, Leaſe and Limitation to be made, and as the ſame ſhall reſpectively end and determine, then from time to time of all and every ſuch part and parts of the premiſſes, as ſhall be ſo demiſed, leaſed or limited, as aforeſaid, to the uſe of ſuch perſon and perſons, and in ſuch manner and form, and of ſuch eſtate and eſtates, with ſuch remainder and remainders over, as are before herein and hereby limited, appointed and declared, and to none other uſe, intent or purpoſe. Provided likewiſe, and it is further covenanted, concluded, condeſcended unto and agreed by and between the ſaid parties to theſe preſents, that if the ſaid J. W. do and ſhall at any time or times hereafter, in or by any Writing under his Seal, and by him ſubſcribed with his Hand in the preſence of three or more Witneſſes, ſignifie and declare that he is minded to alter, change, revoke, determine, fruſtrate or make void all or any the uſes or eſtates hereby made, limited or appointed, that then and from thenceforth all and every ſuch uſe and uſes, eſtate and eſtates, whereof or concerning which he ſhall ſo ſignifie or declare his ſaid mind as aforeſaid, ſhall reſpectively be fruſtrated, void, revoked, determined, and of no force or effect, only of, for and concerning all ſuch and ſo much of the ſaid Mannor, Rectory, Farms, Lands and premiſſes before herein mentioned, whereof he the ſaid J. W. ſhall ſo ſignifie and declare his mind as aforeſaid, and then and from thenceforth this preſent Feoffment and grant ſhall enure and be, and the ſaid A. B. C. D. &c. and their heirs ſhall ſtand, and be ſeized of, for and concerning all ſuch, and ſo much of the ſaid Mannors, Lands and premiſſes, whereof or concerning which he the ſaid J. W. ſhall ſo ſignifie and declare his mind as aforeſaid, to the only uſe of ſuch perſon and perſons, and of and for ſuch eſtate and eſtates, and with ſuch remainder and remainders thereof, over and for, upon and under ſuch conditions and proviſoes, and in ſuch manner and form as the ſaid J. W. ſhall by any ſuch writing or writings, by him to be ſubſcribed and ſealed as aforeſaid, limit or appoint any thing in theſe preſents contained, or any other matter or cauſe to the contrary thereof in any wiſe notwithſtanding. In witneſs, &c.

Note,

Note.

This precedent Deed was executed with Livery and Seizin, and Attornment, the Livery being severally made in the several Counties aforesaid.

The Donor made his Will, and thereby devised to the Mayor and Commonalty of B. several Annuities, to be issuing out of the Lands granted by the precedent, and appointed the same to be imployed to charitable uses, and constituted *Rachel* his Wife Executrix, and dyed without issue.

The Executrix proved his Will.

THe Sisters and Sisters Children of the Donor (as heirs at Law) question the validity of the Deed; whereupon the Mayor, Commonalty and Feoffees in trust, exhibit their Bill in Chancery against the co-heirs and Executrix, and afterwards the matter coming to hearing, by Decree the Deed and uses are confirmed.

A Condition to pay money weekly.

THe Condition, &c. That if the within bound A.B.C.D. E.F. and G.H. or any of them, or the executors, administrators or assigns of them, or any of them, do truly pay, or cause to be paid to the within named M. P. and J. G. or either of them, or to the executors, administrators or assigns of them, or either of them, at or in the, &c. the sum of Four pound of, &c. in manner and form following, that is to say, every week weekly on the *Saturday* in every week, one next and consequently ensuing another, the sum of two shillings, until the said sum of Four pound shall be fully satisfied and paid, the first payment thereof to begin and to be made on *Saturday* next, being the twentieth day of this instant month of *September* within written, that then, &c. but if default shall be made of or in any of the payments, that then, &c.

A Condition to pay a sum of money, and three years payment given.

THe Condition, &c. That if the within bound J. W. his executors, administrators or assigns, or any of them, do truly

truly pay, or cause to be paid to the above named J. P. his executors, administrators or assigns, the sum of Seven pound and ten shillings of good and lawful money of *England*, at or in the, &c. in manner and form following, that is to say, on the third day of *Jan.* which shall be in the year of our Lord, 1632. fifty shillings thereof, on the third day of *Jan.* which shall be in, &c. 1633. fifty shillings more thereof, and on the third day of *Jan.* which shall be in, &c. 1634. fifty shillings residue of the said sum of Seven pound ten shillings, without fraud or delay, that then this, &c. but if default shall be made of or in any of the said payments, in part or all, then this, &c.

A Condition to perform Covenants in a Lease, and not to seek for a new Lease from the chief Landlord.

THE Condition, &c. That whereas the within named M. H. by her Indenture of Lease, bearing date the day of the date within written, hath leased unto the within bound E. M. part of a messuage or tenement called the *Peter* and *Paul*, scituate in *Paternoster Row*, in the Parish of S. *Michael* at *Quern* in *London*, from the Feast of the Nativity of S. *John* Baptist last past, before the date within written, for the term of twenty one years, as by the said Indenture of Lease, may appear, if therefore the said E. M. his executors, administrators and assignes, and every of them, do well and truly observe, perform, fulfil and keep, all and singular the covenants, grants, articles, conditions, and agreements, specified and declared in the said Indenture of Lease, which on his or their parts, are or ought to be observed, performed, fulfilled and kept in and by all things according to the tenor, purport, effect and true meaning of the said Indenture: And further, If the said E. M. his executors, administrators nor assigns, nor any other person or persons whatsoever, for him or them, or by his or their, or any of their means, occasion or procurement, do directly or indirectly procure, get or obtain, or endeavour to go about to procure, get or obtain any Lease or Grant from the Mayor, Communalty, and Citizens of the City of *London*, of the said messuage or tenement, or any part thereof, or of that part of the said messuage or tenement, which he the said M. H. hath leased unto the said E. M. that then, &c. or else, &c.

A Collateral Condition.

THe Condition, &c. That whereas A. B. and C. D. Citizens and Drapers of *London*, by one Obligation of the date within written, are and ſtand joyntly and ſeverally bound to the within named E. F. in 100 *l.* of, &c. with condition for the payment of 52 *l.* or the, &c. at or in the, &c. as by the, &c. and if in caſe the ſaid A. B. and C. D. and either of them, and either of their executors, adminiſtrators and aſſigns, ſhall make default of and in the payment of the ſaid ſum of 52 *l.* to the ſaid, &c. his executors and aſſigns, on the day, and at the place of payment thereof aforeſaid, if then the within bound L. M. his executors or adminiſtrators, do well and truly pay, or cauſe to be paid unto the ſaid, &c. the ſum of 52 *l.* within the ſpace of eight days next after ſuch default of payment made as aforeſaid, he the ſaid E. F. his executors or adminiſtrators, upon the receipt thereof, delivering unto the ſaid L. M. his executors or aſſigns, the above-recited Obligation uncancelled and undiſcharged, together within an irrevocable, abſolute and ſufficient Letter of Attorney or Aſſignment thereof, unto the ſaid L. M. his executors and aſſigns, by and from the ſaid E. F. his executors and aſſigns, and ſealed and delivered in due form of Law before two or three ſufficient witneſſes at the leaſt, that then, &c. or elſe, &c.

A Collateral Covenant to the ſame effect.

TO all people, to whom this preſent Writing ſhall come, A. B. of, &c. ſendeth greeting; Whereas F. W. of, &c. hath at the ſpecial inſtance and requeſt of the ſaid A. B. taken and accepted of one Obligation of the date hereof, wherein M. N. O. P. and Q. R. their executors, adminiſtrators and aſſigns, ſtand joyntly and ſeverally bound unto the ſaid F. W. in the ſum of, &c. with condition thereon endorſed for the payment of, &c. at or in the, &c. as by the ſaid Obligation and Condition may more plainly appear. Now know ye, that the ſaid A. B. doth for himſelf, his executors, adminiſtrators and aſſigns, covenant, promiſe and grant to and with the ſaid F. W. his executors and aſſigns by theſe preſents, that if the ſaid M. N. O. P. and Q. S. their executors, adminiſtrators and aſſigns, and every of them, ſhall make default of and in the payment of the ſaid ſum of, &c. unto the ſaid F. W. his executors

ctors and assigns on the day and at the place aforesaid, that then he the said A. B. his executors, administrators or assigns, shall and will well and truly pay, or cause to be paid to the said F. W. his executors or assigns, the said sum of, &c. on the &c. next coming after the date thereof, at or in the place, &c. without fraud or delay. He the said F. W. his executors or assigns, upon payment thereof, delivering to the said A. B. his executors or assigns, the above recited Obligations, safe, whole, uncancelled and undischarged, together with a sufficient and absolute assignment thereof, or Letter of Attorney irrevocable in due form of Law, to be made, sealed and delivered by the said F. W. his executors or assigns, before two or three sufficient Witnesses at the least. In witness, &c.

A Condition to erect a Barn.

THE Condition, &c. That if the within bound T. S. his executors, administrators or assigns, do at or before the Feast-day of, &c. next coming after the date within written, at his and their own proper costs and charges, well, work-man like, and sufficiently make, build, erect, set up, and fully finish, or cause to be made, &c. (in all things belonging to the Art or Trade of a Carpenter) in and upon one piece of ground, now in the occupation of, &c. one new Barn, with twelve several Bays or Rooms in the same, of good, new and seasonable Timber, and one strong Door, with four Windows to the same, and the said Barn to contain in length 116 foot of assize, and in breadth 22 foot, and in height eighteen foot of assize at the least, and also do, at or before the said Feast-day of, &c. make, or cause to be made, at his or their like costs and charges, within the said Barn so to be builded and set up, the one half and moyety thereof meet and convenient for a stable-room, and a sufficient floor for the same moyety, upon the main ground, with good, new and seasonable planks of Oaken Timber, together with Racks and Mangers, sufficient and convenient for the same, and do also to the other moyety of the same Bays or Rooms, make one substantial floor of seasonable boards, and do likewise at his and their like costs and charges, find and allow all such nails, as shall be needful to be spent and occupied in and about the erecting, setting up and finishing of the same Barn and Stable with Floors, Racks, Mangers, Doors, Windows and planks, (except if any be excepted) that then, &c. (or you may proceed thus)

thus) And the within-named D. E. in consideration of the premises, is to pay unto the said T. S. his executors or assigns 20 l. 10 s. &c. in form following, viz. at the ensealing hereof 6 l. 8 s. 4 d. thereof, which he had paid accordingly on the, &c. and at the fully finishing of the same Barn as aforesaid, other, &c. in full payment of the said sum of, &c. that then, &c.

A Condition, that whereas A. B. had delivered a bond and a Letter of Attorney to C. D. to recover a debt of, &c. the said C. D. is bound to re-deliver the Bond or the money.

THE Condition, That whereas the within bound C. D. the day of the date within written, hath received and had of the within named A. B. one Bond or Obligation, bearing date, &c. (and so recite the Bond) as by the said Obligation and Condition may more plainly appear, which said Bond or Obligation, together with one other Writing or Letter of Attorney of the date within written, the said A. B. hath delivered to the said C. D. in trust only for the recovery and receiving of the said debt of, &c. mentioned in the Condition of the said Obligation, together with costs, damages, and reasonable interest, if any shall be, of and from the said, &c. his executors or administrators: If therefore that the said C. D. his executors, administrators or assigns, do at any time hereafter, within the space of one whole year next coming after the date within written, either well and truly pay, or cause to be paid to the said A. B. his executors or assigns, the full sum of, &c. at or in the, &c. or otherwise re-deliver, or cause to be re-delivered to the said A. B. his executors or assigns, the said Obligation or Bond, and the said Letter of Attorney, safe, whole, uncancelled and undischarged, and in as good condition as he received them, or either of them (the perils and dangers of the Seas and Pirats only excepted) within the time and space before limited, that then, &c. or else, &c.

A Condition to pay a sum of money at one's return from beyond sea.

THE Condition, &c. That whereas the within named A. B. the day of the date within written, hath paid and delivered unto the within bound C. D. the sum of, &c. which said sum the said A. B. is contented, that the said C. D. shall employ and adventure in a Voyage, wherein

the

the said C.D. is bound in the good Ship called the &c. unto the *East-Indies*, upon the condition that the said C.D. his executors, administrators or assigns, shall truly pay, or cause to be paid unto the said A.B. his executors or assigns, the full sum of, &c. at the return of the said C. D. and the said Ship, or either of them, which shall first and next happen from the *East Indies* as aforesaid, into the Realm of *England*. If therefore the said C. D. his executors, administrators or assigns, do or shall within one month next after the return either of himself, or of the said Ship, called the, &c. from the *East-Indies* aforesaid, into the Realm of *England*, well and truly pay, or cause to be paid to the said A. B. his executors or assigns, the said sum of, &c. of like lawful money of *England*, without fraud or delay, that then, &c. or else, &c.

A Condition for delivery of Wool.

THE Condition, &c. That whereas the within bound A.B. for the sum of, &c. to him by the within named C.D. in hand, at the sealing of this Obligation truly paid, whereof he the said A.B. acknowledgeth the receipt, hath bargained and sold to the said C.D. one hundred Tod of merchantable Wool, good and lawful, *viz.* at the rate and price of ten shillings the Tod, if therefore the said A.B. his executors, &c. do well and truly deliver, or cause to be delivered unto the said C. D. his executors, &c. all the said one hundred Tods of Wool, sorted and packed by an indifferent sworn Wool-packer, frank and free at the Warehouse of, &c. on or before, &c. without any delay, that then, &c.

Another Condition to deliver certain Tods of Wools.

THE Condition, &c. That if the within bound A.B. and C.D. or either of them, or the executors, administrators or assigns of them, or either of them, do well and truly deliver, and cause to be delivered unto the within named E.F. his executors, &c. the full number or quantity of forty Tods of good and merchantable wools, of the proper sheeps growth of them the said A. B. and C. D. well washed and dryed, and wrought by a sworn wool-man, without cot, combar, gare or refuse, and to be weighed by the Tod, accompting and allowing eight and twenty pound weight of wool, with a reasonable lit to every Tod, on or before the, &c. next ensuing the date within written, at or within the, &c. frank

and

and free of all manner of tolls, charges and payments, there to be demanded without fraud or delay; that then, &c. or else, &c.

A Condition for the delivery of Cow-hides.

THE Condition, &c. That if the above bound E. F. his executors, administrators or assigns, or any of them, do truly deliver, or cause to be delivered to the above named G. H. his executors, administrators or assigns, at or in *Leaden-Hall* yard *London*, at or before the, &c. next coming, after the date of the above written, 19 Cow-hides, and one Steer-hide, well tanned, and as good merchantable ware, as is usually sold in *Leaden-Hall* yard aforesaid, which Hides the said H. H. before the ensealing hereof, hath delivered to the said E. F. to be tanned as aforesaid, and is to pay upon the full delivery of them to the said E. F. his executors or assigns, for tanning of the same Hides, the sum of 3 *l.* 6 *sh.* 8 *d.* of lawful money of *England*, that then, &c. or else, &c.

A Condition for delivery of Barley.

THE Condition, &c. That if the within bounden A. B. his executors, and administrators or assigns, or any of them, do well and truly deliver, or cause to be delivered to the within named C. D. his executors, administrators or assigns, at his Barn-door, scituate, &c. 22 quarters of good, sweet, dry and merchantable barley, in form following, *viz.* 12 quarters, on or before the, &c. and on or before, &c. the other ten quarters in full of the said 22 quarters, frank and free from all charges whatsoever, that then, &c. or else, &c.

A condition to make an Assurance by a day.

THE Condition, &c. That if the within bound A. B. his heirs, executors and administrators, do before the twentieth day of *May* next coming after the date within written, make, or cause to be made unto the within named C. D. and to his heirs and assigns, such a good, sure, sufficient and indefeazible estate of inheritance in the Law, to the only use and behoof of the said C. D. his heirs and assigns for ever, or to the use of such person, and his heirs and assigns for ever, as he the said C. D. shall then name and appoint of and in all that Messuage, &c. (as the bounds thereof are known) by deeds and evidences sufficient in the Law,

or

or by fine and recovery if need shall be or require, or by any other sute or lawful means, as by the said *C. D.* or his heirs, or by the assigns of him or them, or by their, or any of their Council learned in the Law, shall be reasonably advised, devised or required, and also if the same messuages, &c. now are and be, and so from, &c. for ever shall remain, continue and be unto the said *C. D.* his heirs and assigns, or to such other person as he the said *C. D.* shall name and appoint, and his heirs and assigns free, clear, and clearly acquitted, exonerated and discharged, or otherwise upon request sufficiently saved and kept harmless, of and from all and all manner of former and other Bargains, Sales, Leases, Gifts, Grants, Surrenders and Incumbrances whatsoever, (if need be you may proceed further) and also if the said *A. B.* his heirs, &c. do at all times hereafter, and from time to time, from and after the said, &c. for and during the space of ten years, upon reasonable request to be made by the said *C. D.* his heirs or assigns, do make, knowledge and execute, and suffer to be done and executed, all such further act and acts, thing and things, device and devices, for the better assuring and conveying of the premisses unto the said *C. D.* his heirs and assigns, as aforesaid, be it by fine, feoffment, deed or deeds, inrolled or not inrolled, recovery, release, or by any other ways or means whatsoever, with warranty against the said *A. B.* his heirs and assigns, and all other claiming by, from or under him, them, or any of them, or otherwise without warranty, as by the said *C. D.* his heirs or assigns, or by his or their Council learned, at his and their own proper costs and charges in the Law shall be reasonably devised and required, that then, &c. or else, &c.

A Condition for the renewing of a Lease, when the Lessor shall come to the age of twenty one years.

THE Condition, &c. That whereas the within-bound *R. R.* and *E.* his wife, late wife of the within-named *T. W.* by Deed indented, bearing date, &c. have demised, granted and to farm-letten unto the within named *J. G.* and *A. P.* all those Copy-hold or customary Messuages, Lands, Tenements, Meadows, Leasoes, Pastures, Commons, Woods, Under-woods and Hereditaments commonly called or known by the several and proper names of, &c. or any of them, or by any other name or names, situate, lying and being within the Manor or Lordship, and Parish of *Woodford* in the

County of Essex, which were at the time of the decease of the said T. W. in the tenure or occupation of G. H. or his assigns: To have and to hold from the, &c. last past, before the date thereof, unto the end and term of forty years, from thence next ensuing, and fully to be compleat and ended, if the said E. shall happen so long to live, by the yearly rent of, &c. as by the said Deed indented amongst other things, covenants, grants and articles therein contained, whereunto relation being had more at large it may appear: If therefore the said R. R. and E. his wife, within one half year, next after that the said E. shall come to and accomplish her full age of twenty one years, upon reasonable request made by the said T. and A. or either of them, their executors or assigns, at the now, &c. and at the only costs and charges for writings, or otherwise of the said T. and A. their executors or assigns, shall make and seal, and as their Deeds deliver to the said T. W. and A. P. their executors or assigns, one Indenture of Lease, of all and singular the said Copy-hold or customary messuages, lands, tenements and hereditaments, before by the said Deed indented, demised, and of every part and parcel thereof, and which Indenture so to be made, sealed and delivered, shall in all things and in every covenant, grant and article of the same, agree verbatim with the said Deed indented, which beareth the date within-written, and not otherwise, save only that after the commencement and beginning of the same, it shall be made to hold and continue the rest of the said term of forty years, which shall be then to come and unexpired, comprized in the said Deed indented, which beareth the date within-written, (viz.) to continue the rest of the years which shall be then to come, and no otherwise, that then, &c. or else, &c.

A Condition to gather Rents, and to yield an account thereof.

THE Condition, &c. That if the within-bound A. B. or his sufficient Deputy do from henceforth during his natural life, well, truly and entirely levy, collect and gather all and singular the Rents, Revenues, Emoluments, Perquisits of Courts, Issues and Profits whatsoever, of, or belonging to the Lordship or Manor of, &c. and of all the members and parcels of the same at the Feasts of, &c. yearly, during the said term, and all the same Rents, &c. and all the money thereof coming, hereafter to be coming of the same, and every, or any part thereof, well and truly content

tent and pay to the within-named *C. D.* at the Feasts of, &c. yearly, and also do from time to time, as often as he shall be thereunto required by the said *C. D.* his heirs, executors or assigns, make, render and deliver to the said *C. D.* his heirs or assigns, a just, true and perfect account of all the same Rents, Revenues, and other the Premisses, and of all the arrerages thereof (if any be) do at the end of every such account made, make just and true payment to the said *C. D.* his heirs or assigns, and further do well and truly administer, serve and execute all Process to him to be directed from the Stewards and Officers of the said *C. D.* his heirs or assigns, concerning the premisses, or any part thereof; and moreover do, during all the said term, demean and behave himself as an honest and true Bayliff ought to do, that then, &c. or else, &c.

A Condition of a Deputy Rent-gatherer to give account for the receipt of Rents.

THE Condition, &c. That whereas the within-bound *A. B.* hath retained, (to and with the within-named *R. C.*) Renter of the Mannor of *Finsbury*, for the collecting of all the Rents, coming or growing out of the Mannor of *Finsbury*, in the County of *Middlesex*, and of lands, rents and tenements, belonging to the Maior, Aldermen, Commonalty and Citizens of the City of *London*, Farmers of the said Mannors, Lands, Rents and Tenements, for term of years yet to come, if therefore the said *A. B.* do well and truly behave himself in the said room or office of Renter-ship, for the Collection of the said rents and profits of the said Mannors, Rents, Lands, &c. and well and truly from time to time collect the said Rents, and every part thereof to the hands of the Chamberlain of the City of *London* for the time being, to the use & behoof of the said Maior, Aldermen, Commonalty and Citizens of the City of *London*, and make yearly the accompt of the said Rents, and of every part thereof in the name of the said *R. C.* if he then be living, of Record in the Chamber of the said City to the office of the same, to whom it doth or may appertain, to take and engross the same accompt; and also if the said *A. B.* during the life of the said *R. D.* do no act or acts, thing or things, directly or indirectly, to the prejudice and hindrance of the right of the said *R. O.* in and to that office, called the Renter-ship of *Finsbury*, and further do from time to time, clearly acquit, discharge or save and keep harmless

the ſaid *R. C.* his executors, adminiſtrators and aſſigns, and every of them, againſt the Maior, Aldermen, Commonalty and Citizens of the City of *London*, and againſt all and every perſon and perſons, to whom it may or ſhall of right in that behalf belong, that then, &c. or elſe, &c.

A Condition to make true accompt of ones Bayliffſhip.

THe Condition, &c. That whereas Sir *H. H.* Knight and Baronet, Chief Juſtice of the Common-Pleas; Sir *J. D.* Knight, Chancellour of the Dutchy of *Lancaſter*; *T. N.* Eſquire, Surveyor General, do ſtand and are poſſeſſed amongſt other things of the Mannor of, &c. for divers years yet to come, upon truſt and confidence, and to and for the only uſe of *C. P.* have by the commandment and warrant of the ſaid *C. P.* by deed under his hand and ſeal, conſtituted and appointed the within-bound *H. L.* to be Bayliff of the Mannor of *Wiſtham* aforeſaid, and Collector of the rents and revenues, perquiſits and profits there, during the pleaſure of the ſaid *C. P.* If therefore the ſaid *H. L.* by himſelf, for his ſufficient Deputy or Deputies, his or their executors or aſſigns, do and ſhall from time to time, for and during their continuance and exerciſe of and in the ſaid place or office demean himſelf and themſelves therein, without voluntary concealment, deceit or fraud towards the ſaid *C. P.* and do and ſhall yearly during ſuch his and their continuance and exerciſe as aforeſaid, at the audit and audits to be held and kept for the ſaid *C. P.* yield and make juſt and true accompt to and before the ſaid Auditors, for the time being of the ſaid Mannor and Premiſſes, and thereupon make payment and ſatisfaction to the ſaid *C. P.* his Officer or Officers, in that behalf to be authorized and appointed, to and for the ſaid *C. P.* his uſe, at or before every ſuch audit or audits, of and for all and every ſuch rents, ſum and ſums of money, and other iſſues, revenues, goods, chattels, perquiſits and profits, as then ſhall come to the hands of the ſaid *H. L.* or his Deputy or Deputies, or as he or they then ought rightly to be charged withal to the ſaid *C. P.* his uſe, for or by means or in reſpect of the ſaid office or place, that then, &c. or elſe, &c.

A

A Condition for payment of a ſum of money within three days after requeſt, if the Obligee may not enjoy a Meſſuage.

THe Condition, &c. That whereas the within-bound *C. D.* by a Deed bearing date within-written, for the conſideration therein, hath aſſigned and ſet over unto the within-named *A. B.* one Indenture of Leaſe, bearing date, &c. made and granted to him the ſaid *A. B.* by one, &c. of a Meſſuage or Tenement, with the Appurtenances, lying and being, &c. now in the tenure of, &c. for the term of, &c. and all his eſtate, right, title, intereſt and term of years to come, in and to the ſame Meſſuage or Tenement, and other the Premiſſes by the ſaid Leaſe demiſed, as by the ſaid Poll, Deed or Writing more at large appeareth; if therefore the ſaid *A B.* his, &c. paying the ſaid rent, and performing the ſaid covenant and duties in the ſaid Leaſe contained on the Tenants part, from and after the, &c. to be paid and performed, ſhall not or may not peaceably and quietly have, hold and enjoy the ſaid Meſſuage or Tenement, with the Appurtenances for and during all the reſidue of the ſaid term, without any let, trouble, interruption, of or by the ſaid, &c. then if the ſaid *C. D.* his executors, &c. do within one month next after notice thereof to him or them to be given by him the ſaid *A B.* his, &c. well and truly repay, or cauſe, &c. to the ſaid, &c. his executors or aſſigns, the ſum of, &c. of, &c. the ſaid *A. B.* them alſo redelivering and re-aſſuring unto the ſaid *C. D.* his executors, &c. the ſaid Indenture of Leaſe, ſafe and uncancelled, and all his eſtate, intereſt and term of years in and to the ſame, and the premiſſes thereby demiſed, clearly diſcharged of all forfeitures, re-entries and incumbrances whatſoever then to be had, made, commitied or permitted by the ſaid *A. B.* his, &c. together with the Poll-deed aforeſaid, that then, &c. or elſe, &c.

A Condition to bring an Inventory into the Prerogative Court by a day.

THe Condition, &c. That if *M. H.* wife of *J. H.* while he lived, of the Pariſh of, &c. do make or cauſe to be made a true and perfect Inventory of all and ſingular the goods, chattels, and debts of the ſaid *J. H.* and the ſame ſo made, to exhibit or cauſe to be exhibited into the Prerogative

tive Court of *Canterbury*, the, &c. and the ſaid goods, chattels and debts do well and truly adminiſter, (*viz.*) do pay the debts of the ſaid deceaſed, which he did owe at the time of his deceaſe, as far as the ſaid goods, debts and chattels will thereunto extend, as the ſaid Law will charge her: and further, do make or cauſe to be made a true and perfect account of and upon the ſaid adminiſtration, the ſecond day next after the Feaſt of, &c. and ſuch part and portion of the ſaid goods, chattels and debts, which ſhall be found remaining upon her ſaid account, examined and adjudged by the ſaid Prerogative Court of *Canterbury* for the time being, ſhall diſtribute and diſpoſe, as by the ſame Judge ſhall be limited and appointed; and if hereafter there ſhall appear any lawful Teſtament or laſt Will made by the ſaid deceaſed, and the executor or executors therein named do exhibit the ſame, making requeſt to have the ſame approved of accordingly, than if the ſaid adminiſtratrix, after lawful requeſt to her made, do tender and deliver into the ſaid Court the ſaid Letter of adminiſtration to her committed without delay, and laſtly, do at all and every time and times hereafter, clearly acquit, diſcharge or ſave harmleſs the within-named, &c. and all other the Officers of the ſaid Prerogative Court of *Canterbury*, againſt all perſons having or pretending to have any eſtate, right, title or intereſt to the ſaid goods, chattels and debts, that then, &c. or elſe, &c.

A Condition never to vex or trouble one hereafter for any former matter.

THe Condition, &c. That if the within bound *A. B.* his heirs, executors or adminiſtrators, or any other perſon or perſons for him or them, or in his or their name or names, or by his or their title or procurement, or means, do at any time or times hereafter claim, challenge, demand, vex, ſue, moleſt or trouble the within-named *C. D.* his heirs, executors, adminiſtrators or aſſigns, or any of them, for any of the goods, money, plate or debts, which late were belonging to *E. F.* of, &c. deceaſed, or for any other matter, reckoning, cauſe or accompt, thing or things whatſoever, had, moved, ſtirred, depending or being between the ſaid *A. B.* and *C. D.* before the date within written, that then, &c. or elſe, &c.

A

A Condition for the assurance of mortgaged Lands, after default of Redemption.

THe Condition, &c. That whereas the within-bound *A. B.* and *C.* his wife, by their Deed indented, bearing date the within-written, have given, granted, bargained and sold unto the within-named *D. E.* his heirs and assigns for ever, all that Messuage or Tenement, with the appurtenances thereto belonging, or in any wise appertaining, upon condition that if the said *A. B.* his heirs, executors, administrators or assigns, or any of them, do well and truly pay, or cause to be paid unto the said *D. E.* his executors, administrators or assigns, the sum of, &c. that then the aforesaid gift, grant, bargain and sale of the premisses, and all conveyances and assurances thereupon had and made, should be utterly void, frustrate and of none effect, as by the said Deed indented amongst other things therein contained more plainly at large appeareth: if therefore the said *A. B.* his heirs, executors, administrators and assigns, shall make default of or in the payment of the said sum of, &c. on the said, &c. then if the said *A. B.* and *C.* his wife, and their heirs, and all and every other person and persons, and their heirs, having or lawfully claiming to have any lawful right, title or interest, of, in or to the said messuage or tenement, or other the premisses with the appurtenances, or of, in or to any part or parcel thereof, shall from time to time, and at all times after such default of payment of the said sum of, &c. in form aforesaid had and made, upon the reasonable request, and at the only costs and charges in the Law of the said *D. E.* his heirs and assigns, further do, cause, make, knowledge and suffer, or cause to be done, made, knowledged and suffered, all and every such further lawful and reasonable act and acts, thing and things, device and devices in the Law, be it by fine or fines, deed or deeds, &c. or by all, any, or as many of the said ways or means, as the said *D. E.* his heirs and assigns, or his or their Council learned in the Law shall be reasonably advised or devised, for the further assurance, sure-making and conveying of the premisses, and of every part and parcel thereof, to be had and made sure unto the said *D. E.* his heirs and assigns for ever, absolutely, without any manner of condition or mortgage, that then, &c. or else, &c.

A Condition to acknowledge a Statute by a day.

THE Condition, &c. That if the within-bound *A. B.* and one *R. L.* of, &c. do upon or before, &c. seal and subscribe one Recognizance or Writing Obligatory, to be made according to the form of the Statute lately made and provided for recovery of debts, wherein and whereby the said *A. B.* and *R. L.* shall stand bound to the within-named *T. W.* in the sum of, &c. payable at some Feast soon after the date of the same Writing, and the same so sealed and subscribed, do upon or before, &c. in lawful and due manner acknowledge before one of the two chief Justices appointed for the acknowledging of such Writings by the Statute, or in their absence, out of the term before the Maior of the staple at *Westminster*, and the Recorder of the City of *London* for the time being, and the same so acknowledged and sealed, to deliver or cause to be delivered to the said *T. W.* at his now dwelling house, situate, &c. upon or before the, &c. safe, whole and uncancelled, to the end that a pair of defeazances may be thereupon made, that then, &c. or else, &c.

A Condition to meddle with the Executorship upon assignment thereof.

THE Condition, &c. That whereas the within-bound *T. T.* hath assigned and committed all his right of Executorship of the Testament and last Will of Sir *J.* late deceased, unto the within-named *R. B.* and hath fully for his part authorized, licensed and assigned the said *R.* only to do all and every thing and things, by himself and his assigns, concerning the execution of the said last Will and Testament. Therefore if the said *T. T.* shall not intermeddle with the administration of any part of the goods and chattels, money, debts or plate of the said Testator, without consent of the said *R.* his heirs or executors, but shall at all times hereafter, and from time to time permit and suffer the said *R. B.* his executors and assigns, to administer all such goods, chattels, money, plate and debts, as at the day of the making hereof be in the custody of the said *R. B.* to be administred, or in the hands or possession of any other person or persons, except such goods, chattels, money and plate, now in the possession and custody of the said *T. T.* of the said Testators, which is, or are to be administred as shall be thought good by the said *R B.* And further, if the said *T. T.* his

his heirs or executors, do not discharge any debts of the said Testators, without the consent of the said *R. B.* his executors or administrators, nor any action which the said *R. B.* or his executors shall justly attempt and bring against any person or persons, to or for the recovery of any of the debts, goods and chattels of the said Testator, that then, &c. or else, &c.

A Condition not to do any act as Executors, without consent of his Co-executor.

THE Condition, &c. That whereas one *C. B.* late of *N.* deceased, by her Testament and last Will, named, ordained and constituted the within-bound *M. B.* and the within-named *N. F.* to be executors of the same her Testament and last Will, as by the same last Will and Testament among other things appeareth; if therefore the said *M. B.* shall not at any time hereafter make, or cause to be made any release, acquittance or other discharge, to any person or persons, for or concerning any of the debts, goods or chattels, which were the said *C. B.* the day of her decease, nor shall do or suffer, or cause to be done or suffered, any other act or acts, thing or things, in or about the execution of the said Testament and last Will of the said *C.* without the consent, assent and agreement of the said *N. F.* that then, &c.

A Condition to procure one to seal an acquittance by a day, and to save harmless.

THE Condition, &c. That whereas the within-named *A. B.* hath the day of the date within-written, paid and delivered to the within-bound *C. D.* for and to the use of *L. O.* now Resident in *France*, in the parts beyond the Seas, the sum of, &c. if therefore the said *C. D.* his executors or administrators shall and do before the, &c. cause and procure the said *L. O.* to seal and deliver as his Deed to the use of the said *A. B.* his executors and administrators; in the presence of two or three sufficient and credible witnesses, a sufficient and lawful acquittance, testifying the receipt of the said sum of, &c. and also if the said *C. D.* his executors, administrators or assigns, do deliver, or cause to be delivered to the said *A. B.* his executors or administrators, at or in the, &c. the same acquittance sealed and delivered as aforesaid, and certified under the hands of the same witnesses, whole, uncancelled and undefaced, at or before, &c. and also do in the mean

time

time ſave and keep harmleſs the ſaid *A. B.* his heirs, executors and adminiſtrators, and every of them, and all and every of his and their lands, tenements, goods and chattels, and every part thereof, againſt the ſaid *L. O.* his executors, adminiſtrators and aſſigns, and every of them, of and for the ſame ſum of, &c. and every part thereof, and of and from all actions, ſutes, coſts charges, damages and demands, for or concerning the ſame, and every or any part thereof, that then, &c. or elſe, &c.

A Condition to acknowledge ſatisfaction of a Judgment.

THe Condition, &c. That whereas the within-bound *A. B.* in *M.* Term now laſt paſt, hath obtained againſt the within-named *L. O.* in the Court commonly called, &c. a Judgment in an action of debt, as by the Records in the ſaid Court remaining, &c. if therefore the ſaid *A. B.* do in *Eaſter*-Term now next enſuing, at the coſts and charges of the ſaid *L. O.* cauſe ſatisfaction to be acknowledged and entred upon Record in full diſcharge of the ſame Judgment, that then, &c. or elſe, &c.

A Condition to procure two to ſeal releaſes for legacies, and to ſave harmleſs.

THe Condition, &c. That whereas *R. B.* late Citizen and Haberdaſher of *London*, and brother to the above-bound *W. B* in and by his laſt Will and Teſtament, did give and bequeath unto *W. B.* and *F. B.* ſons of the aforeſaid *W. B.* their Father 40 *l.* a piece legacies to be paid, as in and by the ſaid laſt Will and Teſtament of the ſaid *R.* more at large appeareth: and whereas alſo the above-named *M. H.* the now husband of *R.* the late widow and executrix of the ſaid *R. B.* before the enſealing hereof, at the earneſt requeſt and deſire of the ſaid *W. B.* the Father, hath paid unto the ſaid *W.* to and for the uſe and behoof of the ſaid *W.* and *F.* his ſons, the ſaid legacies of 40 *l.* a piece in lawful Engliſh money, the receipt whereof the ſaid *W. B.* the Father, doth hereby acknowledge and confeſs: If therefore the ſaid *W. B.* the Father, or above-bound *T. D.* and *W. F.* or any of them, their or any of their executors, adminiſtrators or aſſigns, within twenty eight days next after the ſaid *W.* and *F. B.* ſons of the ſaid *W. B.* the Father, ſhall ſeverally attain their ſeveral ages of 21 years, ſhall give and deliver unto *M. H.* his executors, adminiſtrators or aſſigns, good, lawful and ſufficient

ſufficient releaſes or acquittances, under the hands and ſeals of the ſaid *W.* and *F.* the ſons of the ſaid *W.* of and for the ſaid legacies of 40*l.* or elſe do in the mean time, and alſo at all times afterwards acquit and diſcharge, or elſe ſave and keep harmleſs and indempnified the ſaid *M. H.* his executors and adminiſtrators, from and againſt the ſaid *W.* and *F. B.* the ſons, of and for the ſaid legacies, and alſo of and from all actions, ſuits, troubles, coſts, charges and damages that ſhall be commenced, proſecuted, or any way happen to or againſt the ſaid *M. H.* his executors, adminiſtrators or aſſigns, for or concerning the ſaid legacies by the ſaid *W.* and *F.* or either of them, or any other perſon, for, by or under them, or either of them, that then, &c. or elſe, &c.

A Condition that a woman ſhall releaſe her Dower.

THE Condition, &c. that if *L. O.* of *W.* widow, late wife of *T. O.* of, &c. do before the, &c. by her writing under her hand and ſeal, remit, releaſe and quit claim unto the within-named *R. O.* ſuch eſtate, right, title, intereſt, claim and demand whatſoever which ſhe the ſaid *L. O.* hath, may, might, ſhould, or of right ought to have, in, or to all, or any part of the Lands, Tenements and Hereditaments which were the inheritance of the ſaid *T. O.* her husband deceaſed, or any part thereof, for or by reaſon of her Dower, or of any Joynture heretofore made, or by reaſon of any other right, title or means whatſoever, at any time before the date hereof, come, grown or accrued: And alſo if the ſaid within-bound *A. B.* his executors, adminiſtrators or aſſigns, do before the, &c. leave and deliver, or cauſe to be left and delivered to and for the ſaid *R. O.* at, &c. the ſaid Writing or Releaſe ſealed and delivered, as aforeſaid, being certified under the hands of two or three ſufficient witneſſes, ſafe, whole, uncancelled and undefaced, that then, &c. or elſe, &c.

A Condition to ſuffer a mans wife to make her Will.

THE Condition, &c. That whereas the within-bound *A. B.* ſhall ſhortly by Gods Grace, marry and take to wife *C. D.* late the wife of *E. F.* deceaſed, and by reaſon and means of the ſaid Marriage, he the ſaid *A. B.* ſhall be greatly preferred and advanced in ſubſtance and riches, in conſideration whereof, if ſo be that the ſaid *A. B.* after Marriage had

had and solemnized between him and the said *C. D.* do quietly permit and suffer the said *C. D.* (if she fortune to decease before the said *A. B.*) to declare and make her Will in writing, or otherwise by word of mouth, and in the same to give, will and bequeath, or otherwise to assign and dispose of, at her free will and pleasure, to and amongst her kindred, friends and acquaintance, or to any of them, or to any other person or persons, as to her shall be thought meet and convenient, the sum of, &c. of, &c. And further, if the said *A. B.* his executors, administrators or assigns, or any of them, upon reasonable request to him, them, or any of them to be made, by any such person or persons, to whom the said *C. D.* shall so give and bequeath any such sum or sums of money, extending no further than to the said sum or value of, &c. as is aforesaid, do well and truly pay, or cause to be paid, all and every the said several sum and sums of money, gifts and requests, so to be given and bequeathed by the said *C. D.* and in such manner as shall be by her appointed, that then, &c. or else, &c.

A Condition to Marry one by a day, or else to pay a sum of money.

THE Condition, &c. That if the within-bound *A. B.* do on or before the, &c. of, &c. lawfully espouse, marry and take to Wife one *E. K.* the daughter of, &c. if she the said *E.* will thereunto assent and agree, and the Ecclesiastical Laws permit and suffer the same: But in case it shall happen the said *E. K.* and *A. B.* and either of them, to die or decease before such Marriage had and solemnized, as aforesaid, then if the said *A. B.* his executors, administrators and assigns, do well and truly pay, &c. to the said *E. K.* her executors or assigns, the sum of, &c. on, &c. at, &c. that then, &c. or else, &c.

A Condition to be a true Prisoner.

THE Condition, &c. That if *J. H.* Merchant of St. *Lucus*, which now is in the prison of the Kingdom of *England*, under keeping of the Sheriff within-written, as well by reason of writ of, &c. of the Statute of the Staple, containing the sum of, &c. as also for other certain actions, causes and suits on the behalf of *R. S.* &c. moved and commenced, be from henceforth a true and faithful Prisoner, tarrying and remaining with the said Sheriff and his Deputies,

Deputies, till the ſame *J. H.* be fully diſcharged and acquitted of the ſaid actions, and then content and pay to the ſaid Sheriff, &c. all and ſingular coſt, charges, fees, and other duties, in ſuch caſes heretofore accuſtomed to be paid, that then, &c. or elſe, &c.

A Condition to ſave harmleſs for being bound for the appearance of a man.

THE Condition, &c. That whereas the within-named *O. P.* at the ſpecial inſtance, requeſt and deſire of the within bound Sir *E. G.* by one Obligation bearing the date within-written, ſtandeth bound jointly and ſeverally with the ſaid Sir *E. G.* and the within-bound *A. M.* unto *R. H.* and *H. H.* Sheriffs of the City of *London*, in the ſum of, &c. of, &c. with a Condition there-under-written, for the appearance of the ſaid Sir *E. G.* before the Juſtices of the Court of Common-Pleas at *Weſtminſter*, on, &c. next, &c. to anſwer to *C. G.* of a Plea of treſpaſs, as by the ſame Obligation and Condition thereof more at large appeareth. If therefore the ſaid Sir *E. G.* do according to the tenor and true meaning of the Obligation, and Condition above recited, appear before the ſaid Juſtices of the ſaid Court, &c. on the day in and by the Condition of the ſaid Obligation limited and appointed for his appearance, to anſwer unto the ſaid *C. G.* of a Plea of Treſpaſs. And alſo if the ſaid Sir *E. G.* his executors and adminiſtrators, and every of them, do from time to time, and at all times hereafter freely and clearly acquit, diſcharge, or ſave and keep harmleſs the ſaid *G. P.* his heirs, &c. and his and their goods, and every of them, againſt the ſaid Sheriff of the City of *London*, and againſt all other perſons whatſoever, of and for the ſaid Obligation and Condition above-recited, and penalty of the ſaid Obligation contained, and every part and parcel thereof, and of and from all actions, ſuits, judgments, executions, condemnations, damages and demands, touching or concerning the ſame, that then, &c. or elſe, &c.

A Condition wherein the Factor is truly bound to ſerve the Merchant, and no other.

THE Condition, &c. That if the within-bound *J. O.* do from the day of the date within-written, unto the end and term of four years from thence next enſuing, and fully to be compleat and ended, well, truly and faithfully ſerve the within-named *L. S.* and his aſſigns, in the trade and traffick

of

of merchandizes, as well in this Realm of *England*, as in any other parts beyond the Seas; and also if the said *J. O.* at all times hereafter, and from time to time, during the said term of four years, upon the reasonable request of the said *L. S.* his executors, administrators or assigns to be made to the said *J. O.* do make, yield and deliver unto the said *L. S.* and his assigns, as from any other person or persons, by his or their assigns, notes and rest of all such sum and sums of money, as shall appear upon the foot of every such account or reckoning, as shall be so yielded, made and delivered by the said *J. O.* to the said *L. S.* his executors, administrators or assigns, in form aforesaid; and further, if the said *J. O.* at any time hereafter, during the said term of four years, as the said *J. O.* shall be Factor, Doer or Agent to the said *L. S.* and his assigns, by any manner of ways or means, do not traffique or merchandize, or the affairs or business of any manner of person or persons whatsoever, other than the said *L. S.* and his assigns, without the special licence, consent, will, knowledge and agreement of the said *L. S.* his executors, administrators or assigns, thereunto first had and obtained in writing, under his and their hand and seal, that then, &c. or else, &c.

A Condition to pay use for Orphanage or Legacy-money, belonging to Orphans.

THE Condition, &c. Whereas the within-bound *A. B.* and *C. D.* on the day of the date within-written, have in their hands, possession and custody, the sum of, &c. of, &c. being Orphanage or Legacy-money, appertaining unto *E. F.* and *G. H.* Children and Orphans of *J. K.* late Citizen and Grocer of *London* deceased, for the sure payment whereof at such time or times, as the said Orphans shall be severally capable of their several portions, according to the custom of the City of *London*, or according to the days and times limited in the Testament and last Will of the said *J. K.* Father of the said *E. F.* and *G. H.* the said *A. B.* and *C. D.* with other Sureties stand obliged and bounden by Recognizance, taken and acknowledged in the Orphans Court of the City of *London*, to the Chamberlain of the said City for the time being, in certain competent penalty of certain penalties, according to the custom of the said City: and whereas the charge, education, keeping and bringing up of the said Orphans, is committed unto the said *J. K.* and *S.* his wife, mother of the said Orphans, if therefore the said

A. B.

A. B. and *C. D.* or either of them, or the executors, administrators or assigns of them, or either of them, do every year yearly, during so long time as the said sum of, &c. or any part thereof shall continue and be in the use and occupation of them the said *A.* and *C.* or either of them, or of the executors, administrators or assigns of them, or any of them, do well and truly pay, or cause to be paid to the said *J. K.* his executors or assigns, for and towards the charge and education of the said Orphans, or of such of them as shall longest continue, and be in his or their Orphanage or Minority, for the use, loan or occupation of the sum of, &c. or of such part thereof, as shall longest continue and be in the use, possession or occupation of them the said *A. B.* and *C. D.* or either of them, or the executors or assigns of them, or any of them, after the rate and allowance of 6 *l.* 13 *s.* 4 *d.* of, &c. for every hundred, and so after that rate for a lesser sum, as the cause shall require, the same allowance to be paid quarterly, at the Feasts of, &c. yearly by equal portions, at or in the, &c. that then, &c. or else, &c.

A Condition for the executing of a Goalership.

THE Condition, That if the within-bound *J. W.* his executors or assigns, do well and truly execute and use the the office of Goalership, in the County of *E.* and also do well, surely and safely keep all and every such person and persons, now being in the prison of the Kingdom of *England*, in the same County of *E.* or that hereafter shall be committed to the said Goal, or to the said *J. W.* and further, that if the said *J. W.* his executors or assigns, at his or their proper costs, do safely carry, bring and re-carry all persons in the said Goal now being, or that at any time hereafter shall be Prisoners there, to any such place or places as the said Sheriff, or his assigns shall appoint or name within the said County of *E.* and furthermore be truly and diligently attending, aiding and assisting the said Sheriff and his Under-Sheriff and Deputies, at all and every time and times, when any execution shall be done within the said County, to and upon any person or persons, attainted, or to be attainted for Treason, Felony, Murther, or Heresie, or otherwise, or for any other cause, unto the end of the execution. And further, if the said *J. W.* his executors and assigns, do discharge and save harmless the said Sheriff, his heirs, executors, administrators and assigns, against the Kingdom of *England*,

England, and against all and every other person and persons, and from all manner of escapes, damages and losses, fines, issues and amerciaments, which by the negligence or otherwise of the said *J. W.* his executors or assigns, that the said Sheriff shall or may in any wise be charged or incumbred, or ought to be charged by the Law, by reason of the office of the Sheriffwick of the said County, from time to time, and do content and pay to the said Sheriff, his heirs, executors or assigns, all such sum and sums of money, as the said Sheriff, his heirs, executors or assigns ought to pay to the Kingdom, or to any other person or persons, to be due to the said Sheriff, by reason of the said office of Goalership, that then, &c. or else, &c.

Condition for the re-assurance of Lands.

THE Condition, &c. That if the within-bound *A. B.* his heirs, executors, administrators and assigns, and every of them, do from time to time, and at all times hereafter, upon the reasonable request, at the costs and charges in the Law of the within-named *C. D.* make, knowledge and suffer unto the said *C. D.* his heirs or assigns, or unto such other person or persons, as he or they shall name or appoint, all and every such lawful and reasonable act and acts, thing and things, device and devices in the Law, as by the said *C. D.* his heirs or assigns, or by his or their Council learned in the Law, shall be reasonably advised or devised, for the assurance and conveying unto him the said *C. D.* his heirs and assigns for ever, absolutely without any manner of condition or mortgage, all such Tenements, Lands, Meadows, Leases, Pastures, and Hereditaments whatsoever, with all and singular their appurtenances, situate, lying and being in, &c. all which, &c. now are, or late were in the tenure or occupation of, &c. or his assigns, and sometime were in the tenure of, &c. or his assigns, which said Lands, Tenements, Meadows, Leases, Pastures and Hereditaments, were lately conveyed, bargained and sold unto the said *A. B.* and his heirs by *W. M.* of, &c. as by an Indenture thereof made between the said *W. M.* on the one part, and the said *A. B.* on the other part, bearing date the, &c. last past, before the day within-written, more plainly at large it may appear: And also if the said Lands, Tenements, Meadows, Leases, Pastures, and Hereditaments, and all and singular other the Premises, with the Appurtenances, now be, and at all times hereafter shall be free and clearly discharged,

or

or otherwise sufficiently saved and kept harmless by the said A. B. his heirs, executors and administrators, of and from all and every bargain, sales, leases, titles, troubles and incumbrances whatsoever, had, made or done, or hereafter to be had, made or done by the said A. B. his heirs or assigns, that then, &c. or else, &c.

A Letter of Attorney contained in the latter end of an Indenture.

AND furthermore the said G. C. and T. N. have made, ordained, nominated and appointed, and by these presents do make, ordain, nominate and appoint R. B. Esq; and T. W. Gent. their true, sufficient and lawful Attorneys, joyntly and severally for them, and in their names and stead, into and upon all and singular those the said two parts, &c. and other the premisses, or into any part thereof; in the name of the whole to enter, and peaceable and quiet possession and seizin thereof, for them and in their names to take, and after such possession and seizin thereof had or taken, as aforesaid, for them and in their names, stead and places, peaceable and quiet possession, livery and seisin of all and singular the said premisses, or any part thereof, in the name of the whole, to deliver unto the said H. B. his heirs or assigns, or his or their certain Attorney in that behalf, ratifying, allowing and confirming all and whatsoever their said Attorneys, or either of them, shall do or cause to be done in or about the premisses by these presents. In witness, &c.

A Release of a Proviso.

KNow all men by these presents, That I B. C. of, &c. for divers good causes and considerations me hereto unto moving, have remised, released and quit-claimed; and by these presents for me, my executors, administrators or assigns, do remise, release, and for ever quit-claim unto L. M. of, &c. his heirs, executors or assigns, as well one Proviso or Condition, and all and every the sum and sums of money, specified in the same proviso or condition, contained and comprized in one part of Indentures of bargain and sale, bearing date the, &c. in the, &c made between me the said B. C. of the one party, and the said M. L. of the other party, as also all and all manner of actions and suits cause and

cauſes of actions and ſuits, for or concerning the ſaid Proviſo. In witneſs, &c.

A Releaſe of a Covenant mentioned in an Indenture of Leaſe.

TO all, &c. A.B. of, &c. ſendeth greeting. Whereas in and by one Indenture of Leaſe, bearing date, &c. made between B. B. of the one party, and the ſaid A. B. of the other party, there is contained a Covenant in theſe words following, *viz.* (reciting the Covenant *verbatim*, as therein contained) whereunto relation being had, it doth and may more at large appear: Now know ye, That I the ſaid A. B. for divers good cauſes and conſiderations me hereunto eſpecially moving, have remiſed, releaſed, and quit-claimed, and by theſe preſents for me, my executors and adminiſtrators, do fully and clearly remiſe, releaſe and quit-claim unto the ſaid B. B. his executors and aſſigns, the ſaid Covenant, Grant, Clauſe, Agreement and Article, before rehearſed and mentioned, and all and every other matter, thing and things ſpecified, declared and contained in the ſame Covenant, Clauſe and Agreement, and all the benefit, profit, advantage and commodity, that by any manner of means may or might ariſe, grow, come or happen to me the ſaid A. B. for or by reaſon, or touching or concerning the ſame Covenant, Clauſe, Article or Agreement, or any word, ſentence, matter, thing or things therein contained; ſo that the ſaid B. B. his executors and aſſigns, and every of them, from henceforth for ever, ſhall be clearly and fully acquitted, releaſed and diſcharged againſt me the ſaid B. B. my executor and adminiſtrators, and every of us, of, from, and for the ſaid Covenant, Grant, Clauſe, Article and Agreement, before rehearſed, and of and for every thing and things touching or concerning the ſame, and that this preſent releaſe ſhall not in any wiſe extend to any other covenant, clauſe or article before rehearſed, for and during the ſaid term, &c. In witneſs, &c.

A Bargain and Sale of Woods.

THis Indenture, &c. between, &c. witneſſeth, That the ſaid I. M. for the conſiderations hereafter in theſe preſents expreſſed, hath bargained and ſold, and by theſe preſents doth bargain and ſell unto the ſaid F. M. all thoſe Woods, Underwoods and Trees whatſoever, ſtanding, growing, lying, or being in and upon all that wood and wood-

ground,

ground, called or known by the name of, &c. in the County of, &c. parcel of the Mannor of, &c. in the same County (except, and always reserved) out of this present Bargain and Sale, unto the said I. M. his heirs and assigns, 50 Trees of Oak to be taken and marked by the said I. M. or his assigns, in such manner as hereafter in these presents is expressed, *viz.* It is agreed between the said parties to these presents, and either of them severally for himself, his executors and administrators, covenanteth and granteth to and with the other of them, his executors and administrators, that the said F. M. shall or may first choose ten Oaks, and after the said I. M. to choose ten other, so either of them one after another ten Oaks, until the said I. M. or his assigns, have made choice of the said number of 50 Trees before excepted, in consideration of which said bargain and sale, the said M. F. doth covenant, &c. to and with the said, &c. that he the said F. M. his, &c. shall well and truly pay, &c. unto the said I. M. his, &c. the sum of, &c. on the, &c. at, &c. and further the said I. M. doth covenant, &c. to and with, &c. that it shall and may be lawful to and for the said I. M. his executors and assigns, at all seasonable times of the year, after choice made by the said I. M. or his assigns, to the said 50 Trees to him excepted, as aforesaid, during the space of, &c. next ensuing the date hereof, to fell, cut down and carry away the said Woods, Under-woods and Trees before by these presents bargained and sold, and every of them, except before excepted, and likewise the said F. M. doth covenant, &c. to and with, &c. that he the said F. M. his executors or assigns, shall and will every felling, of which he or they shall make of the said Woods, Under-woods or Trees, leave standing or growing, so many staddles and stories, as by the Laws and Statutes in that case provided, are or ought to be left, for and in recompence of which staddles and stories so to be left, the said I. M. for him, his executors and administrators, doth covenant, promise, grant and agree to pay, or cause to be paid upon reasonable request unto the said F. M. his executors or assigns, so much money, as by two persons, whereof the one to be chosen by the said I. M. the other by the said F. M. shall be thought reasonable, and by them limited and appointed: And furthermore the said I. M. doth covenant, &c. to and with, &c. that if the said F. M. his, &c. do pay, &c. unto the said I. M. his, &c. the said sum of, &c. at the days, time and place before limited for the payment thereof, and in such manner and form, as aforesaid, that then one

Recognizance, in the manner of a Statute ſtaple, bearing date, &c. taken and knowledged, &c. wherein the ſaid F. M. ſtandeth bound to the ſaid J. M. in the ſum of, &c. ſhall be utterly void, and of none effect. In witneſs, &c.

An Aſſignment of an Extent upon a Statute.

THis Indenture made the, &c. between T. O. of, &c. of the one party, and Sir L. L. of, &c. and L. B. of, &c. of the other party, witneſſeth, That whereas T. R. of, &c. R. R. of, &c. and R. B. of, &c. by their Recognizance in the nature of a Statute ſtaple, bearing date the, &c. taken and acknowedged before, &c. did acknowledge themſelves to owe to the ſaid T. O. the ſum of, &c. payable, as in and by the ſaid Statute or Recognizance more at large appeareth. And whereas alſo certain Writs of Extent, bearing date the, &c. in the, &c. were awarded out of the Court of Chancery, being directed to the then Sheriff of the County of *York*, by vertue of which Writ ſo directed into the County of *York*, the ſame then Sheriff did extend all that the Mannor or Capital Meſſuage, &c. in the, &c. and divers Lands, Tenements, &c. as in and by an inquiſition thereof, had and taken by the ſaid Sheriff, at R. in the County of *York* aforeſaid, bearing the, &c. then laſt paſt, annexed to the ſaid Writ of Extent, and remaining of Record in the High Court of Chancery, more at large it doth and may appear; And whereas alſo afterward Sir M. W. Knight, then Sheriff of the ſaid County of *York*, by vertue of a Writ of Liberate, likewiſe directed to the ſaid Sheriff, hath delivered poſſeſſion and Seizin of the ſaid Mannor or Capital Meſſuage, and of and in divers Lands, Tenements, Meadows, Feedings and Paſſures, with their appurtenances in M. aforeſaid, in the ſaid County of *York*, &c. unto the ſaid T. O. to have and to hold the ſaid recited premiſſes in the ſaid Writ mentioned, unto him the ſaid T. O. and his aſſigns, as his Free-hold, until the ſaid debt of, &c. with coſts, charges and damages, ſhould be of the ſaid Mannor, Lands and Tenements ſo extended and delivered ſhould be paid, as in and by the ſaid Writ of Liberate remaining of Record in the high Court of Chancery, more at large appeareth. Now this Indenture further witneſſeth, that the ſaid T. O. for and in conſideration of a competent ſum of good and lawful money of *England*, to him in hand, at and before the enſealing and delivery of theſe preſents by the ſaid Sir R. L. and L. B. well and truly contented

and

and paid, whereof and wherewith he acknowledgeth himself fully satisfied and paid, and thereof, and of every part and parcel thereof, doth clearly quit, exonerate and discharge the said Sir R. L. and L. B. their heirs, executors, administrators, and every of them for ever, by these presents hath given, granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely give, grant, bargain, sell, assign and set over unto the said Sir R. L. and L. B. their executors, administrators and assigns, all the estate, right, title, interest, property, claim and demand whatsoever, which he the said T. O. now hath or had, or may, might or ought to have, of, in or to the said Mannor or Capital Messuage, Lands, Tenements, Hæreditaments and premisses in M. aforesaid, and of, in and to the moyety, &c. and of, in and to every part and parcel thereof, with the appurtenances, by force and virtue of the said extent, inquisition and Liberate aforesaid, and every or any of them, or in them or any of them contained, to have and to hold, occupy, possess, receive, take and enjoy the said Mannor of M. the said moyety of, &c. and all and singular other the premisses before mentioned, with their appurtenances, together with all rents, issues, profits, commodities and advantages thereof whatsoever, unto the said Sir R. L. and L. B. their heirs and assigns, to the only proper use and behoof of them the said Sir R. L. and L. B. their heirs and assigns for ever, for and during the term and continuance of the said Extent, until the said sum of, &c. with the costs, damages and charges be out of the said Mannor, and other the premisses extended, as aforesaid, fully satisfied, contented and paid, as is aforesaid. In witness, &c.

A Condition for finding Apparel for an Apprentice by his friends.

THE Condition, That whereas I. R. son of the within bound E. R. by his Indenture of Apprenticeship, bearing date, &c. last past, before the date within written, hath put himself Apprentice to the within named H. S. to the Art which he now useth, and with him to serve and dwell after the manner of an Apprentice, from the day of the date of the same Indenture, for and during the term of eight years from thence next ensuing, and fully to be compleat and ended, as by the same indenture may appear: And whereas it is intended and agreed upon by and between the said E. R. and H. S. that he the said E. R. his executors or administra-

tors, or some of them, shall from time to time, and at all times, during the said term of eight years, find and provide to and for the said I. K. good, sufficient and necessary rayment and apparel, as Doublet, Hose, Shooes, Stockings, Shirts, Bands, Cloak, Hat, and all things needful and convenient for such an Apprentice: If therefore the said E. R. his executors, administrators or assigns, do and shall yearly, and every year, at or before the Feast of *Easter*, during all the said term of, &c. find and provide to and for the said I. R. such sufficient Rayment and Apparel, as aforesaid, and at all other time and times needful, during all the said term, or otherwise in default thereof, well and truly pay, or cause to be paid unto the said H. S. his executors, administratots and assigns, at or in, &c. the sum of 3 *l.* 6 *s.* 8 *d.* of, &c. for and towards the said Apparel, on or before the said Feast-day of the Ascension of our Saviour, in every year yearly, during the said term, without fraud or coven, that then this, &c.

A Condition to save harmless from a Bond.

THE Condition of this, &c. That if the within bound L. D. his executors, administrators or assigns, or any of them, do and shall on this side, or before the, &c. next coming, clearly acquit and discharge the abovenamed E. A. his executors and administrators, out of, and from all and every Bond and Bonds, Obligation and Obligations whatsoever, wherein and whereby the said E. A. standeth joyntly obliged and bounden with the said L. D. to any person or persons whatsoever, for payment of any sum or sums of money, that then, &c.

A Condition for Money (given by Will) to be lent gratis.

THE Condition, &c. That whereas A. B. &c. by his last Will and Testament bearing date, &c. did give and bequeath unto the Parson and Church-wardens of the Parish of, &c. the sum of, &c. to be lent unto young men of the said Parish, upon sufficient Sureties for two years *gratis*, and so from two years to two years, to some other young men of the same Parish, by 10 *l.* a man, without paying any consideration for the same, as by the same Will more at large may appear, of which said sum of, &c. the within bound W. L. the day of the date within written, hath had and received 10 *l.* according to the meaning of the said Will;

if

if therefore the ſaid W. L. his executors, adminiſtrators or aſſigns, or any of them, do well and truly content and pay, or cauſe to be paid unto the within named H. I. T. I. and R. I. or any of them, their or any of their executors, adminiſtrators or aſſigns, the ſaid ſum of, &c. on the, &c. which ſhall be in the year of our Lord God, 1631. at or in, &c. that then this, &c.

A Condition that one Executor ſhall not releaſe any of the Teſtators Debts or Goods, without the conſent of the other Executor.

THe Condition, &c. That whereas I. H. of, &c. by his laſt Will and Teſtament, bearing date the, &c. publiſhed and declared in writing, did make and ordain the within named E. W. and the within bound K. E. his executors of the ſame his laſt Will and Teſtament, and afterwards dyed, after whoſe death the adminiſtration of all and ſingular the goods, chattels, credits and debts, which of late were the ſaid I. H. were and are lawfully committed unto the ſaid E. W. and K. E. if therefore the ſaid K. E. hath not at any time or times heretofore, neither he the ſaid K. his executors nor adminiſtrators, nor any of them, ſhall at any time or times hereafter remiſe, releaſe, or otherwiſe diſcharge any of the debts, duties, ſpecialities, ſum and ſums of money, or other thing whatſoever, due and owing to the ſaid I. H. at the day of his death, or yet any of the action or actions, ſuits, plaints, pleas, proceſſes, judgements or executions whatſoever had, commenced, brought, or at any time or times hereafter, to be ſued, had, commenced, brought, purſued or executed, by virtue of the ſaid Will, againſt any perſon or perſons whatſoever, for or by reaſon of any of the ſame ſpecialties, ſum or ſums of money, debts, duties, or other things due and payable, as aforeſaid, or otherwiſe diſcontinue by non-ſuit or *retraxit* in the ſame Action or Actions, and Suits aforeſaid, or any of them, ſo commenced or brought, or to be ſued in form aforeſaid, without the eſpecial licence, conſent and agreement of the ſaid E. W. his executors or adminiſtrators, firſt had and obtained in writing, ſigned and ſealed with his, their, or ſome of their hands and ſeals, that then, &c.

A Condition that one shall not become bound for any person, by Writing or Promise, without consent.

THE Condition, &c. That if, &c. A. B. shall not at any time or times hereafter, by his writing obligatory, signed or sealed with his hand, make or seal, or by any other writing or bale, pomise or contract whatsoever, or otherwise solely by himself, or joyntly or severally, with any person or persons, become or stand bound as Surety with, to or for any person or persons, in or for payment of any sum or sums of money, to any manner of person for the debt, duty, or any cause whatsoever, of any person or persons whatsoever (above the sum of 40 l. of, &c.) other than for his own only debt, duty or cause, without the special consent, assent and license of the within named C. D. first had and obtained in writing, under his hand and seal, that then, &c.

A Condition to surrender Land, or pay money in lieu thereof.

THE Condition, &c. That if, &c. A. I. and his heirs, or some of them, within the space of, &c. next ensuing the date hereof, upon reasonable request to him or them made, by the within named R. H. his heirs or assigns, or any of them, and at his or their costs and charges in the Law, do make and procure, or cause to be made and procured, to the use of the said R. H. and his heirs for ever according to the custom of the Mannor of, &c. sufficient and lawful surrender and assurance, of and in one Messuage or Tenement customary, sometimes called the, &c. with all barns, stables, orchards, gardens, and other the appurtenances to the same adjoyning and belonging, situate, &c. discharged or saved harmless from all former surrenders, charges and incumbrances, made, done or committed by him the said A. I. or his heirs, or by any other person or persons, by whom such surrender shall be so made, the fine or fines, for or by reason of such surrender or admission upon the same, and the rents and services from henceforth to be due to the Lord or Lords of the said Mannor of whom the premisses are holden, or by parcel (only excepted and foreprized) and if in case the said R. H. or his heirs, within the space of, &c. now next ensuing, shall dislike to accept of such surrender, and shall not make any such request for the same, as is aforesaid, then if in lieu and recompence thereof, the said

A. I.

A. I. his heirs, executors, administrators or assigns, or any of them, do at the end of the same year now next ensuing, at the furthest within three months then next following, well and truly pay or cause to be paid unto the said R. H. his executors or assigns, at or in, &c. the sum of, &c. of lawful, &c. without fraud or coven, that then, &c.

A Condition, &c. to keep peace.

THE Condition, &c. that if, &c. B. W. at all times hereafter do well and honestly bear and behave himself as well in word as in deed towards the within named J. R. and all his, as any honest man ought to do, and also if the same B. W. at all times hereafter do keep the, &c. in his own proper person towards the said J. R. and all his; and further if the said B. W. at no time hereafter, do vex, sue, molest or trouble, or cause to be sued, vexed, molested or troubled, the said J. in his body, goods or otherwise, by any manner of means, for any matter, cause or thing, whatsoever it be, that then, &c.

A Condition to justifie all such Actions as shall be commenced by virtue of a Letter of Attorney, and not to release, &c.

THE Condition, &c. That if, &c. W. L. his, &c. do at all times hereafter, and from time to time justifie, aver, maintain and allow such actions, suits, writs, pleas, plaints, premises, condemnations, judgements, executions and demands, as the within named E. S. his, &c. shall at any time hereafter commence, exhibit, procure or prosecute by force of a Letter of Attorney, bearing the date within written, made from the said W. L. to the said E. S. against all or any the person or persons, or debtors therein named, their heirs, executors or administrators, for the recovery of the several sums of money, by every of them severally owing, mentioned in the said Letter of Attorney, to the only use therein specified. And do permit and suffer the said E. S. his, &c. to recover and receive all and every the said debts and sums of money, and the costs, damages, profits of suits, and other commodities and advantages, to come or grow any way by the same, to the use of the said E. S. his, &c. for ever, without account, without release, acquittance, discharge, non-suit, countermand, disavowry, retraction, or other avoiding of the same persons, sums of money, debts, suits or other demands, accruing upon the

the same without the consent of the said E. S. his, &c. first had and obtained for the same, that then, &c.

A Condition to pay money according to a Proviso in a Bill of Sale.

THE Condition, &c. That whereas the within bound R. H. by his Bill of Sale, bearing date the day of the date within written, hath bargained, sold and delivered in plain and open market, according to the custom of the City of *London*, unto the within named T. C. three gilt bowls, weighing 60 ounces, &c. to have and to hold, with a Proviso contained in the said Bill of Sale, that if the said R. H. his, &c. do pay, &c. unto the said, &c. that then this, &c. as by, &c. And whereas the said T. C. doth esteem and value that the said three gilt bowls, &c. nor to be worth the said sum of, &c. contained in the said Bill of Sale, if therefore the said R. H. his, &c. do pay, &c. unto the said T. C. his, &c. the said sum of, &c. on the day, and at the place mentioned in the said Proviso, and thereby redeem the premisses out of the hands and possession of the said T. C. his, &c. that then, &c.

A Condition to do ones endeavour for the recovery of the Debt against the Surety.

THE Condition, &c. That whereas the above bound J. H. hath obtained several Judgements against M. W. Esq; and T. B. Gent. upon one Obligation, wherein the said T. B. and M. W. stand bound unto the said J. H. in the sum of 215 *l.* with condition for payment of 107 *l.* 10 *s.* as by the Records remaining in the Court of Common Pleas at *Westminster* may appear; If therefore the said J. H. his executors, administrators and assigns, do and shall from time to time, and at every time and times hereafter, do and use his and their best means and endeavours, with effect, by writ or writs of execution, or by other writs or means, lawfully to recover and receive of the said M. W. his heirs, executors or administrators, or of his or their lands, tenements, goods, chattels or hereditaments the said sum of 215 *l.* and costs of suit heretofore obtained by Judgement, as aforesaid, without releasing, the said sum of money as aforesaid, or any part thereof, except it be by agreement and consent of the said H. B. his executors, administrators and assigns, or also do, and shall well and truly pay, or cause to be paid unto the said

ſaid H. B. his executors, adminiſtrators or aſſigns, the ſaid ſum of, &c. and coſts of ſuit, or ſo much thereof as ſhall be received by the ſaid J. H. his executors, adminiſtrators or aſſigns of the ſaid M. W. his heirs, executors or adminiſtrators, or his or their goods, chattels, lands or tenements, upon or by reaſon of the ſaid Judgement, and that within two months next after he or they ſhall have received the ſame without fraud or coven, that then, &c.

A Condition for quiet enjoyment of a Meſſuage ſold.

THe Condition, &c. that if the within named J. M. his heirs and aſſigns, and every of them ſhall and may for evermore from henceforth peaceably and quietly have, hold, occupy, poſſeſs and enjoy, all that meſſuage, tenement and lands, ſituate, lying and being in, &c. and every part and parcel thereof mentioned to be bargained and ſold, by the within bound R. W. to the ſaid J. M. in and by a certain Indenture of bargain and ſale, bearing date the day of the date within writen, made between the within bound R. W. and A. his wife on the one part, and the above named J. M on the other part, clearly diſcharged, or otherwiſe ſufficiently ſaved harmleſs, of and from all and all manner eſtates, titles, charges and incumbrances whatſoever, at any time heretofore had made, committed, permitted, ſuffered or done by the ſaid W. or by his means or procurement, that then, &c.

A Condition to pay a yearly ſum of money for a Wives Joynture during her life.

THe Condition, &c. That if the above bound P. P. his heirs, executors, adminiſtrators or aſſigns, or any of them, do well and truly pay, or cauſe to be paid unto K. the now wife of the ſaid T. P. for and in the name of her Joynture, yearly and every year for and during the term of the natural life of the ſaid K. if ſhe ſhall ſurvive and over-live the ſaid T. P. her husband, the yearly ſum of, &c. at four moſt uſual Feaſts in the year, that is to ſay, at, &c. by even and equal portions, the firſt payment thereof to begin and to be made at the Feaſt of the ſaid Feaſts which ſhall firſt and next happen after the death of the ſaid T. P. if ſhe the ſaid K. ſhall be then living, and alſo if when any of them, the Sureties of the ſaid T. P. ſhall happen to dye or depart this natural life, the ſaid K. living, the Survivor of them, within one month

next

next after his death, shall procure one sufficient Surety to become bound with the then surviving Obliger in the like sum, and under the same condition, and so from time to time during the life of the said K. upon the sealing and delivery of every which new Bond, the former Bond to be delivered to the Survivor to be cancelled, that then, &c.

A Condition to endeavour to discharge an Obligation by a day.

THE Condition, &c. That if, &c. do and shall use his best endeavour for and in discharge of one Obligation, bearing date the, &c. wherein the within named D.W. and B.B. of, &c. are and stand bound unto the said M. B. deceased, in the sum of, 100 *l.* for payment of 52 *l.* at a day already past, and do therefore acquit and discharge the said D.W. and B.B. and either of them, their and either of their executors, administrators and assigns, of and from all actions, suits, troubles, costs and charges whatsoever, of, for and concerning the said Obligation, or sums of money therein contained, that then this, &c.

A Condition, reciting an absolute bargain and sale is made to one for the Indempnity of a Bond, if the money be paid upon the Bond, the Grantee is bound to re-assure.

THE Condition, &c. That whereas the within named J. T. by his Deed indented, bearing date the day of the date within written, for the indempnity, discharge & saving harmless of the within bound Sir M. W. his heirs, executors and administrators, of, for, from and concerning one Obligation, bearing date the, &c. within written, wherein the said Sir M. W. for the only debt of the said J. T. together with the said J. T. is and standeth bound unto E. P. Esq; in the sum of, &c. with condition for payment of &c. on the, &c. next coming, hath granted, bargained, sold and confirmed unto the said Sir M. W. his heirs and assigns for ever, all that Close, &c. with the appurtenances, called or known by the name of, &c. situate, lying and being in, &c. as by the same Deed inrolled in the high Court of Chancery amongst divers other things therein contained, may more at large appear; if therefore the said Sir M. W. his heirs or assigns, in whom the estate of the beforementioned premisses is or shall be vested or setled, do and shall upon reasonable request to him of them to be made in that behalf by the said J. T. his heirs,

heirs or assigns, (after that the said J.T. his heirs, executors, administrators or assigns shall have paid the said 104 *l.* and acquitted and discharged the said Sir M.W. his heirs, executors, administrators and assigns, of and from the said Obligation, and the sum and sums of money therein contained) at the costs and charges in the Law of the said J. T. his heirs or assigns, re-convey and re-assure unto the said J.T. his heirs and assigns for ever, the said Close called, &c. with the appurtenances, with warranty therein to be contained against the said Sir M.W. his heirs and assigns only, so as he or they be not compelled to travel for the making of the said assurance, further than the place of his or their abode and residence at the time of such request made, that then, &c.

A Condition, (reciting a surrender of Land upon condition) that if the money be not paid according to the condition, the Obliger may enjoy the Lands, &c.

THe Condition, &c. That whereas the within bound T.I. hath the day of the date within written, surrendred into the hands of the Lord of the Mannor of H. in the County of, &c. out of Court, by the hands of A.B. and C.D. two of the customary tenants of the said Mannor, according to the custom of the said Mannor, one messuage or tenement, &c. with all and singular their and every of their appurtenances, now or late in the tenure or occupation of the said T. I. his assign or assigns, to the only use and behoof of the within named F.A. and of his heirs and assigns for ever, according to the custom of the said Mannor; nevertheless upon condition of non-payment of, &c. at or in, &c. as by the same surrender more at large appeareth; if therefore the said F.A. his heirs and assigns, and every of them, shall or may from time to time, and at all times for ever from and after default made in payment of the said sum of, &c. at the day and place appointed for payment thereof, as aforesaid, lawfully, peaceably and quietly have, hold, occupy, possess and enjoy the same messuage or tenement, lands, and all and singular other the premisses, in and by the said surrender mentioned and expressed, clearly and absolutely acquitted and discharged, or otherwise by the said T.I. and his heirs, sufficiently saved and kept harmless, of and from the joynture, dower and thirds of K. now wife of the said T.I. to be claimed or challenged, of or in the said premisses, or any part thereof, and of and from all and all manner of former & other bargains, contracts, surrenders, & other charges, titles, troubles and incumbrances

brances whatsoever, by the said T. I. his heirs and assigns, In any wise heretofore had, made, committed, suffered or done, or to be had, made, committed, suffered or done, the rents and services to the chief Lord or Lords of the Fee thereof, and from thenceforth growing due therefore, only excepted and fore-prized, that then, &c.

A Condition that whereas one hath an Annuity issuing out of the Manner of, &c. which said Annuity he hath released, &c. for payment of, &c.

THe Condition, &c. That whereas the within bound J. B. hath and holdeth for the term of his natural life, of the grant of the within named R. L. one annuity or yearly rent of, &c. by the year, issuing and going out of the Manor of, &c. and out of certain other lands, tenements and hereditaments, in the County of, &c. as by the same grant thereof made, more at large it doth and may appear; which said annuity or yearly rent of, &c. the said J. B. by his Deed indented, bearing date the day of the date of these presents, hath bargained, sold and released unto the said R. L. upon and under a certain condition in the same Deed indented, expressed, as by the same also it doth and may appear; if therefore the said J. B. hath not at any time before the ensealing and delivery of the said Deed indented, bargained, sold, given, granted, assigned or set over, or by any other means incumbred the said annuity or yearly rent of 100 *l.* or any parcel thereof, that then, &c.

A Condition, whereas the Obligee hath owing by one a sum of money, which is to be paid to a Creditor of the Obliger, who is bound to repay within ten days after notice of the receipt;

THe Condition, &c. That whereas the within named J. F. hath remaining in the hands and custody of G. &c. the sum of, which sum of, &c. the said J. F. is contented at the request and desire of the within bound J. &c. shall be paid and delivered by the said G. &c. unto one L. &c. If therefore the said, &c. his executors, administrators or assigns, do well and truly pay, or cause to be paid unto the said J. F. &c. his executors, administrators or assigns, at or in, &c. the said sum of, &c. within ten days next after the said J. F. his executors, administrators or assigns, shall give sufficient notice or testimony unto the said, &c. his executors, administrators

tors or assigns from the said J. testifying that he the said I. hath received the said sum of, &c. of the said, &c. as aforesaid, without fraud or coven, that then, &c.

A Condition where a Bond is assigned, and that if the Obligees in the assigned Bond do not pay, then the Obligee in this is bound to pay, &c.

THE Condition, &c. That whereas the within bound A. B. hath by his Deed in writing, bearing date, &c. assigned over unto the within named C. D. one Obligation bearing date the, &c. wherein E. F. and G. H. stand bound unto the said A. B. in the sum of, &c. with condition of payment of, &c. on the, &c. at, &c. as by the same Deed of assignment and Obligation may appear, if in case the said E. F. and G. H. their executors, administrators or assigns, do not pay unto the said C. D his executors or assigns, the said sum of, &c. on or before the, &c. with such considerations as shall be therefore due; if then the said A. B. his executors, administrators or assigns, do well and truly pay, or cause to be paid unto the said C. D. his executors, administrators or assigns, on the, &c. at or in, &c. the said sum of, &c. with consideration for the same, after the rate of 8 *l. per cent.* to be accompted from the day of the date within written, until such time as the same shall be fully paid, that then, &c.

A Condition upon an Attachment.

THE Condition, &c. That whereas the above named Sir R. L. Knight, is to pay unto Sir M. R. of &c. the sum of 150 *l.* of, &c. upon Bond, bearing date on or about the &c. last past, before the day of the date above written: and where as the day of the date above written, the above bound W. S. hath attached the said sum of, &c. in the hands of the said Sir R. L. If therefore the said W. L. his executors, administrators and assigns, and every of them, do and shall at all times hereafter, and from time to time, well and sufficiently save, defend, keep harmless and indempnified the said Sir R. L. his heirs, executors, administrators and assigns, and every of them, as well against the said Sir M. R. his executors, administrators and assigns, as against all and every other person and persons, for or concerning the said obligation, or any sum or sums of money therein contained, and of and from all and all manner of actions, arrests, suits, costs, losses, chattels,

chattels, forfeitures, payments, and detriments whatsoever, which shall or may be commenced, or happen against the said Sir R. L. his goods or chattels, for or by reason of the non-payment of the said sum of, &c. unto the said Sir M. R. his executors, administrators or assigns, on the said, &c. in regard the same is attached by the said W. S. as aforesaid, that then, &c.

A Condition to pay Rent quarterly for certain Rooms, &c.

THe Condition, &c. That if J. A. of &c. the within bound J. P. and T. A. or any of them, their or any of their executors, administrators or assigns, do well and truly pay, or cause to be paid unto the within named G. P. his executors, administrators or assigns, the yearly sum of, &c. for those Rooms, parcel of the capital Messuage, scituate, &c. wherein the said J. A. now inhabiteth, for and during the full term of, &c. to be accompted from the, &c. last past, before the date within written, at the four most usual Feasts or Terms in the year, that is to say, at the Feast of, &c. or within ten days next ensuing every of the said Feasts, by even and equal portions, at or in, &c. the first payment to begin and to be made at the Feast day of, &c. next ensuing the date within written, or within ten days next ensuing the same Feast, that then, &c.

A Condition to surrender Land to certain uses.

THe Condition, &c. That if the above bound M. W. S. W. and J. W. and every of them and their heirs, do and shall at the next Court to be holden for the Mannor of W. in the County of, &c. which shall be after request made by the above named A. L. her heirs or assigns, the said request being made eight days before any such Court be holden, surrender into the hands of the Lord of the said Mannor, to the only use and behoof of the said A. L. her heirs and assigns for ever, according to the custom of the said Mannor, all that little Close or Land with the appurtenances, lying and being in place called G. in the County of B. being Copy-hold Land of the said Mannor, the same premisses being at the time of the said surrender to be made freely and clearly acquitted and discharged, of and from all former surrenders, grants and incumbrances whatsoever, that then, &c.

A

A Condition, that the Sheriff executing a Writ, may detain out of the Goods and Lands extended, so much money, &c.

THE Condition, &c. That whereas the within bound R. W. the day of the date hereof, hath delivered to the hands of the within named G. M. and W. M. the Writ of execution, for levying and extending the goods, chattels, and moiety of the lands, tenements and hereditaments of one Sir W. M. of, &c. to and for the use of the said R. W. whereby the same R. may be satisfied of the sum of 1000*l.* mentioned in the said Writ, if in case the said G. M and W. M. or either of them, do lawfully execute, or cause to be lawfully executed the said Writ, according to the nature, meaning and purport thereof, by the impannelling of twelve lawful and indifferent men to be sworn of the contents of the said Writ, if then the said R. W. his executors and administrators, do quietly permit and suffer the said Sheriff or Under-Sheriff to have, take, receive and detain, to his and their own proper use and behoof, out of such moneys, goods or chattels, as shall be had, levied or received by virtue of the said Writ, or the execution thereof, as much in lawful money of *England*, or other benefit as they or the said Sheriff, or Under-Sheriff, or one of them shall think reasonable or sufficient for their satisfaction, of and for such travel, pains or charges as they shall be at in and about the execution of the said Writ and Extent thereupon to be had or made, otherwise within, &c. next after the said Writ shall be executed, and return thereof made accordingly, do pay, or cause to be paid unto the said Sheriff, or Under-Sheriff, or their Deputy or Deputies, so much lawful money of *England*, as they shall for the causes aforesaid reasonably demand, that then, &c.

A Condition to save harmless from a Bond of Arbitrement.

THE Condition, &c. That if the above bound A. D. his executors and administrators, or any of them, do and shall from time to time, and at all times hereafter, well and sufficiently save and keep harmless and indempnified the above named G. M. his heirs, executors and administrators, and his and their lands, tenements, goods, chattels and hereditaments of, for, from and concerning one Obligation, bearing date the day of the date above written, wherein the said

G. M. at the request of the said A. D. is and standeth bound unto R. M. Gent. in the sum of 100 *l.* with condition there under written, that the said A. D. abide the award of W. N. and T. B. Esquires, Arbitrators, and of and from all actions, suits, arrests, costs, charges and demands whatsoever, concerning the premisses, without fraud or coven, that then, &c.

A Condition where Purchase-money is to be paid at two payments, if default be made in the first, the whole with allowance to be paid at the second.

THE Condition, &c. That whereas in and by one pair of Indentures, bearing date the day of the date withwith written, made between the within named A. L. of the one party, and the within bound J. I. of the other party, the said J. I. is to pay to the said A. L. the sum of 200 *l.* of, &c. on the &c. at or in, &c. being the first payment of the sum of, &c. which the said J. I. is to pay unto the said A. L. for the Purchase of the Keepership, Herbage and Pannage of B. Park of, &c. in the County of, &c. as by the said Indenture may more at large appear: and if it shall happen the said J. I. his executors, administrators and assigns, to make default in payment of the said sum of 200 *l.* unto the said A. L. his executors, administrators or assigns, on the said, &c. next coming, contrary to the tenor of the same Indenture, then if the said J. I. his executors, administrators or assigns, do well and truly pay, or cause to be paid unto the said A. L. his executors, administrators or assigns, the full sum of, &c. on the, &c. at or in, &c. without fraud or coven, that then, &c.

A Condition where money is lent upon a Bond, and a Letter of Attorney to receive the money due upon the Bond, the Obliger in this Bond is to pay, &c.

THE Condition, &c. That whereas A. B. of, &c. and C. D. of, &c. by their Obligation bearing date the, &c. in the, &c. are and stand joyntly and severally bound unto E. F. &c. in the sum of, &c. for payment of, &c. on the, &c. at, &c. as by the said Obligation and Condition thereupon made, more at large appeareth. And whereas J. F. by his Letter of Attorney bearing date the, &c. in the, &c. did make ordain and constitute the within bound P. V. his lawful Attorney, irrevocable to ask, levy, recover and receive to his own proper use and behoof, of the said A. B. and C. D. or

either

either of them, the said sum of, &c. on the, &c. according to the tenor of the said Obligation, as by the said Letter of Attorney more at large likewise appeareth: upon which said Obligation and Letter of Attorney, the within named H. B. hath lent unto the said P. V. the full sum of, &c. and hath assigned the said Condition over unto the said H. B. with the said Letter of Attorney so made unto the said P. V. by the said E. F. as aforesaid; if in case therefore the said sum of, &c. be not well and truly paid to the said H. B. his executors or assigns, at or upon the said, &c. next ensuing the date hereof, by the said A. B. and C. D. or one of them, according to the true intent and meaning of the said recited Obligation and Condition hereof, to the proper use and behoof of the said H. B. then if the said P. V. and the within bound M. C. or either of them, or the heirs, executors or assigns of them, or either of them, do and shall well and truly repay, or cause to be repaid unto the said H. B. his executors or assigns, the sum of, &c. on the, &c. at or in, &c. in lieu of the said, &c. so to be paid as aforesaid by the said A. B. and C. D. that then, &c.

A Condition that the Obligor shall pay, &c. within three months next after default of payment made by another.

THE Condition, &c. That whereas Sir F. C. of, &c. Knight, by his Obligation, bearing date the day of the date above written, is and standeth bound unto the above named R. N. in the sum of, &c. for the true payment of, &c. on the, &c. next ensuing the date above written, at or in, &c. as by the same Obligation may appear; and forasmuch as the said R. N. hath credited the said F. C. for the said sum of, &c. at the request of the above bound A. M. and upon his the said A. M's promise, and undertaking to pay unto the said R. N. his executors, administrators or assigns, the said sum of, &c. within three months next after the day of, &c. with consideration for the forbearance thereof, after the rate of 8 *l. per cent.* (In case the said Sir F. C. his executors, administrators or assigns, do not pay the said, &c. on the said, &c. next coming) If therefore the said F. C. his executors, administrators or assigns, do not well and truly pay, or cause to be paid unto the said R. N. his executors, administrators or assigns, the said sum of, &c. on the said, &c. next following, and at the place of payment aforesaid, then if the said A. M. his executors, administrators or assigns, do not well and truly pay, or

cause to be paid unto the said R. N. his executors, administrators or assigns, the said sum of, &c. on the said, &c. next ensuing, and at the place and payment aforesaid, he the said R. N. his executors, administrators or assigns, upon the payment or receipt thereof, delivering up unto the said A. M. his executors, administrators or assigns, the said Obligation, wherein the said F. B. standeth bound unto him, as aforesaid, that then, &c.

A Condition that if the Obligee do not receive the sum of, &c. of the, &c. according to a Letter of Attorney, then the Obligator to pay the said sum in the, &c. next after.

THe Condition, &c. That whereas the above bound T. P. hath by Deed or Letter of Attorney, bearing date the day of the date above written, authorized and appointed the above named G. M. to ask and receive, of and from the Commissioners appointed for the payment of money to Souldiers the full sum of 17 *l.* of, &c. as by the same Letter of Attorney may at large appear; if therefore the said G. M. his executors, administrators or assigns, shall not receive the said sum of 17 *l.* from the said Commissioners, on or before the, &c. next ensuing the date within written, then if the said T. P. his executors, administrators or assigns, do well and truly pay, or cause to be paid unto the said G. M. his executors, administrators or assigns, the said sum of 17 *l.* &c. on the, &c. next ensuing the date above written, at, &c. without fraud or coven, that then, &c.

A Condition where a Letter of Attorney is recited, he to whom it is made is bound not to prosecute any suit against the persons in the Letter of Attorney mentioned, on or before, &c.

THe Condition, &c. That whereas the above named H. H by his Deed or Letter of Attorney, bearing date the day of the date above written, hath authorized the above bound T. K. to be his true and lawful Attorney, to obtain, receive and take, of and from the said Sir I. W. Knight, and T. M. Esq: their heirs, executors, administrators or assigns, all that sum of 200 *l.* due by obligation, and a Judgement of 260 *l.* thereupon recovered in the Court of the Upper Bench at *Westminster*, in which obligation the said T. M. T. S. and the said I. S. stand bound to T. H. widow, lately deceased, in the sum of 200 *l.* as by the

same

ſame Deed or Letter of Attorney, amongſt divers clauſes and things therein contained, may more at large appear; if therefore the ſaid T. K. his executors, adminiſtrators or aſſigns, or any of them, do not or ſhall not, from henceforth at any time or times hereafter, before the twelfth day of *December* next enſuing the date above written, proſecute or ſue forth, or cauſe to be proſecuted or ſued forth any Writ or Writs, or other Proceſs or proceedings whatſoever, againſt the ſaid T. M. his executors, adminiſtrators or aſſigns, for, concerning, or by reaſon of the ſaid recited obligation or Judgement, or either of them, nor do or aſſent unto any other act or acts, device or devices whatſoever, whereby or by reaſon whereof the ſaid T. M. his heirs, executors, adminiſtrators or aſſigns or his or their Lands, Tenements, Goods or Chattels, may in any wiſe be prejudiced, troubled or vexed, except it be by and with the aſſent, conſent and agreement of the ſaid H. H. his executors, adminiſtrators or aſſigns in that behalf firſt had and obtained in writing under his hand and ſeal, that then, &c.

A Condition for payment of money within ten days next after delivery of aſſurance of Land.

THE Condition, &c. That if the within bound E. T. his heirs, executors, adminiſtrators or aſſigns, or any of them, do pay, or cauſe to be paid, unto the within named H. E. the full ſum of 100*l.* within ten days next after that he the ſaid H. E. or his heirs, ſhall make and deliver, or cauſe to be made and delivered unto the ſaid I. T. or his heirs, a good, perfect and lawful aſſurance in the Law, in Fee-ſimple, of and in certain Lands, Tenements and Hereditaments lying and being in D. or elſewhere in the County of S. amounting in the whole to the yearly value of 40*l.* according to the tenor and plain meaning of certain Articles indented, bearing date the day of the date of theſe preſents, made between the ſaid H. E. of the one party, and the ſaid I. T. of the other party, that then, &c.

A Condition to procure one to ſeal the Counterpart of an Indenture.

THE Condition, &c. That if I. I. Son of the above bound R. I. do and ſhall, when he ſhall accompliſh the full age of Twenty one years, upon requeſt to him made, ſign and

deliver, as his act and deed, unto the use of the within named G.C. and H.C. the Counterpart of one Indenture bearing date, &c. made between, &c. and the said Counterpart being so sealed and signed, as aforesaid, shall deliver, or cause to be delivered, unto the said G.C. his, &c. safe, whole, uncancelled and undefaced, that then, &c.

A Condition to permit the Obligee to receive Rents and Tythes in his own house.

THE Condition, &c. That if the within named N. B. his executors, administrators or assigns, shall and may at all times hereafter, and from time to time, ask, collect, gather, perceive, receive, take, keep and enjoy to his and their own only use and behoof, all and all manner of rents, issues, tythes, fruits, obligations, obventions, offerings, profits, commodities and advantages whatsoever they be, and of what quality, nature, kind or condition the same be, now belonging or appertaining, and now being due, or which hereafter shall belong, appertain, grow or become due to W. A. Clerk, as Parson of the Parish Church of, &c. out of or belonging to the Parsonage of, &c. or any parcel thereof, of all and every person or persons whatsoever, for and during so long time as the said W. A. shall be, or of right ought to be Parson of the Parsonage aforesaid; and also all and singular arrerages of the Premisses, without let, interruption or disturbance of the within holden R. his executors, administrators or assigns, or of any other person or persons, claiming by, of or from the said R. or by his assent, means or procurement; and also, if neither the said R. at any time heretofore hath released, nor that he, his executors nor administrators, at any time hereafter shall release, acquit or discharge the said W. A. his executors, administrators, of or concerning any Bond, Covenant, Authority, Contract or Agreement, heretofore had or made by the said W. A. to the said N. and R. touching or concerning the premisses, or any of them, nor do any act or acts, whereby or by reason whereof, the same obligations, bonds, writings, covenants, authority, contract or agreement, or any of them, shall in any wise be made frustrate or void; and also if the said R. do permit and suffer the said N. to have, take and enjoy to his and their own use, the whole profit, benefit, advantage and commodity, which shall or may arise or grow, for, upon or by reason of the said Obligations,

gations, Bonds, Writings, Covenants, Authority, Contract or Agreement, or any of them, that then, &c.

A Condition to assure the moiety of such Lands as shall be recovered at Law.

THE Condition, &c. That whereas the within bound T. H. pretended title to certain Lands, Tenements and Hereditaments, situate, lying and being in H. S. M. B. and A. or in any of them, in the County of G. which late were of the inheritance of I. H. deceased, and from him the said T. H. by I. B. and others unjustly with-holden, for a recovery whereof the within named H. C. hath promised to do as much as in him shall lawfully lie and be, and to be and remain, for and on the behalf of the said T. H. &c. if therefore the said T. H. and his heirs, do within, &c. next after the obtaining and recovery of the said Lands, Tenements and Hereditaments, or any parcel thereof; and he the said T. or his assigns, shall or may be in quiet possession thereof, and upon the requests, and at the costs and charges in the Law of the said H. C. his heirs or assigns, make or cause to be made to the said H. C. his heirs or assigns, to the only use and behoof of the same H. C. his heirs and assigns, good, lawful and sufficient conveyance and assurance in the Law in Fee-simple, of and in the moiety and one half of the said Lands, or of so much thereof, as from time to time shall happen to be obtained or recovered, and of and in the arrerages of the same moiety, and one half of the premisses, in such manner and form, as by the Council learned in the Law, of the said H. C. his heirs or assigns, shall be reasonably advised or devised, clearly discharged of all and all manner of bargains, sales, charges and incumbrances whatsoever, had, made, committed or done, to be had, made, committed or done by the said T. or by any other, by his assent, means, interest, title or procurement, that then, &c.

A Condition to save one harmless from all debts that may be duly demanded as Executor of, &c. and also that one shall seal a Release, when she comes to the Age of, &c.

THE Condition, &c. That if the above bound E. T. and W. T. their executors, administrators or assigns,

be any of them, do and shall at any time hereafter, and from time to time, clearly acquit, exonerate and discharge, or otherwise well and sufficiently save and keep harmless and indempnified the above named I. B. his heirs, executors and administrators, and his and their goods, chattels, lands, tenements and hereditaments, and every of them, of and from all debts, duties, bills, bonds, specialties and demands whatsoever, which at any time and times hereafter, shall and may be duly and lawfully demanded or recovered, of or from the said I. B. his heirs, executors and administrators, by any person or persons whatsoever, for or by reason of any reckoning, duty, specialty, debt or demand whatsoever, due, owing or payable by the above named R. T. deceased, to any person or persons whatsoever, and also of and from all costs, charges, suits, arrests, judgements, executions and demands whatsoever, which shall or may happen, come, grow, to be unto or against the said I. B. his executors, administrators, or any of them, for, upon or by reason thereof, and also if A. T. daughter of the said R. T. and such persons as she shall intermarry withal, within one month next after she the said A. shall be lawfully married, or shall accomplish her full Age of Twenty one years, which shall first or next happen, do and shall make, seal and deliver, as his, her, or their act and deed, a good, sufficient, and lawful acquittance, discharge and release, under his, her, or their hands and seals, unto the said I B. his executors and administrators, of, for, or concerning all sum and sums of money, gifts, legacies, bequeaths and demands whatsoever, given and bequeathed unto the said A. in and by the last Will and Testament of the said R. T. the same release to be made in such manner and form, as by the said I. B. his executors or administrators, or his or their Council shall be reasonably devised or required, that then, &c.

A Condition for payment of all such moneys as one late deceased, did owe to any person or persons whatsoever.

THE Condition, &c. That if the above bound B. R. his executors, administrators or assigns, do and shall from time to time, and at all times hereafter well and truly pay, or cause to be paid unto all and every person and persons whatsoever, all and every such debts, duties, reckonings, sum and sums of money, and demands whatsoever,

as

as shall be justly and truly due and owing unto them, or any of them, by R. P. Esq; deceased, so as the said debts due by the said R. P. and to be paid by the said B. R. do not extend to more than the sum of 742 *l.* of, &c. which the said S. B. and F. P. have the day of the date hereof paid and delivered to the said B. R. according to an Order of the eighth day of this instant *July*, made in the High Court of Chancery; and do and shall also from time to time, and at all times hereafter well and sufficiently save and keep harmless and indempnified the said Sir B. B. and E. B. and either of them, their and either of their heirs, executors and administrators, and his, their and every of their goods, chattels, lands, tenements and hereditaments, and every of them, against all and every person and persons whatsoever, of, for, touching and concerning all, every or any the debts, duties and demands whatsoever, due or payable by the said R. P. to any person or persons aforesaid, without fraud or coven, that, &c.

A Condition from a Goaler to an Under-Sheriff for saving harmless.

THE Condition, &c. That if the above bounden A. B. Deputy, Goaler, to T. T. Servant to, &c. do from time to time receive and take into his ward and custody, within the Goal at the Castle of *Lancaster*, in the County of *Lancaster* aforesaid, all such person and persons, prisoner and prisoners, which shall fortune to be committed or sent to the said Goal, or committed to the ward and custody of the said Goaler, by the said Sheriff or his Deputy, or by any Justice or Justices of Peace, or by any other having lawful authority to commit persons or prisoners to the said Goal, and the same persons or prisoners so committed, as aforesaid, do well and truly, duly and sufficiently by his own proper person, or by his sufficient Deputy or Deputies, so keep, that the said Sheriff, his heirs and executors, all the lands, tenements, goods and chattels of the said Sheriff, be saved harmless from all losses, penalties, amerciaments and damages whatsoever, as well against the Commonwealth of *England*, as also against all other person and persons, of, for and concerning the custody and keeping of the said Goal and prisoners, within the said Castle of *Lancaster*, or elsewhere in the said County of, &c. and likewise do discharge, save and keep harmless the said Sheriff, his heirs and executors, and all those

those his lands, tenements, goods and chattels, from time to time, and at all times hereafter, of and from all and every escape and escapes, as well of convict persons, Reprieves and Felons, and of all other persons now committed, for any contempts, condemnations, trespasses or misdemeanors, which may happen, or chance hereafter to be committed to the said Goal, for any the causes aforesaid, during the time the said A. B. shall be Deputy or Goaler to the said T. T. and the said T. T. continue Sheriff, and likewise that if the said A. B. or any other by his consent, privity or appointment in any wise, set to bail or mainprize, any prisoner or prisoners, and committed, as aforesaid, not bailable by the Laws of the Realm, without the special commandment or appointment of the said Sheriff, and if the said A. B. or his sufficient Deputy, be ready to give his attendance upon the said Sheriff, and his Deputy, at all times necessary and convenient, and all and every lawful thing and things, that he shall be required to do by the said Sheriff, or his Deputy, touching or concerning the, &c. affairs and business wherewith the said Sheriff is or shall be charged or imployed in or about the keeping of the said Goal or Prison, that then, &c.

A Condition for the peaceable and quiet receiving of Rent reserved in a Demise.

THe Condition, &c. That whereas the within named T. B. and K. B. by their Deed indented, dated the, &c. have demised, granted, set and to farm let unto, &c. one Messuage or Tenement, &c. with all, &c. in the County of, &c. for the term of, &c. from thence next ensuing, and fully to be compleat and ended, for the yearly rent and sum of, &c. of lawful money of *England*, payable as by the same Deed indented, amongst divers other Covenants, Grants, Articles and Agreements therein contained, more plainly appear; if therefore the within named B. K. his executors, administrators and assigns, shall and may peaceably and quietly have, receive, perceive, take, hold and enjoy the said yearly rent or sum of, &c. and other the premisses before in these presents recited, to his and their onely use and behoof, during the natural life of the said K. without any lawful let, suit, trouble, denial, eviction or disturbance of the said K. or of any other person or persons, by her means, assent, consent, right or procurement, that then, &c.

A Release of Recognizance assigned to one.

TO all Christian people, &c. P. V. of *London* Merchant, stranger, sendeth greeting in our Lord God everlasting, That whereas the Right Honorable *W.* Earl of *Derby*, Lord *Stanley*, Lord of *Man* and the Isles. *T. Ireland* of *Grays*-Inn in the County of *Middlesex* Esq; *H. C.* of *Knowsley* in the County of *Lancaster* Gent. and *H. Adys* of *Burton* in the County of *Dorset* Gent. by other writing of Recognizance or Statute Staple, bearing date the sixth day of *July*, &c. taken and acknowledged before Sir I. P. Knight, Lord Chief Justice of *England*, stand bound to *Peter H.* Citizen and Alderman of *London* in 3200 *l.* of &c. payable, as in and by the same writing of Recognizance or Statute more at large doth appear, and whereas the said *Peter H.* by his sufficient Deed or Assignment in writing, bearing date the 10 day of, &c. in the, &c. did for divers and certain considerations him thereunto especially moving, grant, assign, and set over unto me the said *P. Vanloor*, as well the said Recognizance or Statute, and the said debt of 3200 *l.* and all his said, right, title and interest, which he the said *Peter Houghton* then had, or ought to have had in and to the same, to have and to hold the said Recognizance or Statute, and the said debt of 3200 *l.* aforesaid, and all his said right, title and interest in and to the same, unto the said P. V. my executors and assigns, as our own proper goods and chattels for ever, as by the said assignment amongst other covenants and clauses therein contained, more fully and at large it doth and may appear. Now know ye, That I the said P. V. for divers good causes and considerations me hereunto especially moving, have remised, released and quit-claimed, and by these presents for me, my executors, administrators and assigns, and every of us, do remise, release, and for ever quit-claim unto the said *Henry Adys*, his heirs, executors, administrators and assigns, and every of them, the Recognizance or Statute aforesaid, and the penaltie and forfeiture thereof, and also all and all manner of actions, arrests, extents, judgements, executions, condemnations, Liberates, seizures, debts and demands whatsoever, which I the said P. V. or the said P. H. or either of us now have, shall, may, might, or ought to have against the said H. *Adys*, his heirs, executors, administrators and assigns, or any of them, or his, their or any of their lands, tenements, goods or chattels, for or by reason of the said Recognizance or Statute,

or

or of the penalty or forfeiture thereof in any wise: so that neither I the said P. V. nor the said P. H. our executors, administrators or assigns, nor any of us, any action, arrest, extent, judgement, execution, condemnation, Liberate, seizure, debt or demand, upon the said Recognizance or Statute, shall or may from henceforth commence, prosecute or pursue against the said *H. Ayre*, his heirs, executors, administrators or any of their Lands, Tenements, Goods or Chattels, but shall be thereof utterly debarred and excluded for ever by these presents. In witness, &c.

A Letter of Attorney to take possession, and to deliver a Lease upon the ground.

BE it known unto all men by these presents, That I W. D. of, &c. have made, ordained, constituted and authorized, and in my place and stead by these presents, have put my well-beloved Friend I. D. of, &c. my true, sufficient and lawful Attorney, for me and in my name, and to the use and behoof of me the said W. D. my heirs and assigns, to enter into all the Mannor of, &c. with all and singular the appurtenances, situate and being in K. in the County of S. and now or late in the tenure or occupation of I. A. or of his assigns, and peaceable and quiet possession and seizin thereof, for me and in my name to take, and as my deed deliver unto one B. B. upon the premisses, or some part thereof, one Indenture bearing date with these presents, made by me the said W. D. to the said B. B. mentioning a demise of the premisses, for term of, &c. from the Feast of, &c. last past, then next ensuing, and fully to be compleat and ended, under the yearly rent of, &c. unto which said Indenture I have subscribed my name with my own hand, and sealed with my seal, and delivered the same as my Escrowe unto the said I. D. to be delivered as my Deed upon the premisses, or some part thereof, after an entry made by him the said I. D. into the premisses, or some part thereof, in the name of the whole, and all and every other thing requisite and necessary to be done, in or concerning the premisses, for me and in my name, to do as fully and effectually, and in as large and ample manner and form, to all intents and purposes, as I my self might or ought to do, if I were then and there personally present. And I shall and will ratifie, allow and confirm all and whatsoever my said Attorney shall do,

do, or cause to be done in or about the premisses by these presents. In witness, &c.

A Letter of Attorney to take possession of the Lands, and the same Lands to demise, survey or sell, and to receive, &c.

TO all, &c. R. B. of, &c. G. M. of, &c. and H. L. of, &c. send greeting: Know ye, That we the said R. B. G. M. and H. L. for divers good causes and considerations in that behalf moving, have made, ordained, constituted, and in our stead and place by these presents, have put and authorized our servants R. N. and H. B. Gent. and either of them, our true, sufficient and lawful Attorneys, for us, and in our names, and to the use and behoof of us the said R. B. &c. to enter into all those the Mannors of, &c. with their rights, members and appurtenances in the County of, &c. and into the Advowsons, of or belonging to the same, or any of them, and into every part and parcel thereof, and the said Mannors, and every or any of them, for us and in our names, to survey, and we do by these presents give full power and authority to the said R. N. and H. B. and either of them, to be our Steward or Stewards of the said Mannors, and every of them, and to keep such Court and Courts of Survey, and other Court Leets and Law-days of and upon the same Mannors, or any of them, as to our said Attorney, or either of them, or such other as they or either of them shall appoint, shall be thought fitting, and the same Mannors, and every or any of them, for us, and in our names, to bargain, sell, lease or grant to such person and persons, and for such estate for life, inheritance or otherwise, and for sum and sums of money, as our said Attorneys, and either of them, shall be thought fit and requisite, to the uttermost and best commodity and profit of us the said R. B. G. M. and H. L. and the Deed and Deeds of the same grants and estates, so to be made for us, and in our names, to seal, and as our Deeds to deliver unto the parties to whom the same shall be so made, or to any other to their use or uses, and the Counterparts of the same, for us, and in our name, to accept and receive, and also all such fines, and other sum and sums of money, as shall grow due to the same, for us and in our names, and to the use of the said R. B. G. M. and H. L. to accept, receive and take, and upon the receipt thereof, any acquittances or discharges for us and in our names, to make, seal and deliver, and also for us and in our names, and to the use of the said R. B. G. M. and H. L. to collect, gather, receive and take all such

rents,

rents, duties, heriots, arrerages of rents and profits of Courts as are already, or shall be due or payable, for, out of or concerning the premisses, or any of them, giving and granting unto our said Attorneys, and to either of them, our full power or lawful authority in, touching and concerning the premisses, to do, execute, proceed and finish in all things, in as large and ample manner and form, as we the said R. B. W. M. and H. L. or any of us, might or ought to do, if we or any of us were then present, and ratifying and allowing whatsoever our said Attorneys, or either of them shall do in the premisses, or any of them, according to the intent of these presents. In witness, &c.

A Letter of Attorney of a Bond, for performance of Covenants of an Indenture of Lease.

TO all, &c. I I.K. of, &c, send greeting: Whereas I. B. of, &c. M. A. of, &c. by their Obligation bearing date the, &c. are and stand bound unto me the said I. K. in the sum of, &c with condition thereupon endorsed, for the true performance of the Covenants, Rents and payments, mentioned and contained in and by one pair of Indentures of Lease, bearing date the day of the date of the said Obligation, made between the said I. K. of the one part, and the said L. B. of the other part, as by the same obligation and condition may appear. Now know ye, That I the said I. K. for divers good causes and considerations me hereunto especially moving, have given, granted, assigned and set over, and by these presents do give, grant, assign and set over unto I. C. of, &c. his executors, administrators and assigns, as well the said recited Obligation and sums of money therein contained, as all my right, action and demand in and to the same, giving, and by these presents granting unto the said I. C. his executors, administrators and assigns full power and authority, from time to time, and at all and every time and times hereafter, from and after breach made, and non-performance of the Covenants, Grants, Articles, payments or agreements, which on the part and behalf of the said L. B. are or ought to be observed, performed, fulfilled, paid and kept, mentioned and contained in and by the said Indenture of Lease, for me and in my name, nevertheless to the only use and behoof of the said I. C. his executors, administrators and assigns, to sue, arrest, implead and imprison, and at his and their will and pleasure, out of prison again to deliver and release the said L. B. and

M. A.

M. A. and either of them, their, and either of their executors, administrators and assigns, for the breach or non-performance of any the Covenants, and all and every sum and sums of money recovered upon or by reason of the said recited obligation, to detain and keep to the only proper use and behoof of the said I. C. his executors, administrators and assigns, without any account therefore to be rendred, or for any part thereof, and I, &c. shall and will ratifie, allow and maintain all and whatsoever the said I. C. his executors or assigns shall do or cause to be done in or about the premisses; and I the said I. K. for me, my executors and administrators, do covenant, promise and grant to and with the said I. C. his executors, administrators or assigns, by these presents, that neither I the said I. K. my executors or administrators, have released the said Obligation, or any sum of money therein contained, nor shall or will acquit, release, or otherwise discharge the same, or any the Obligers therein mentioned, their executors, administrators, or either of them, without the special license, consent and agreement of the said I. C. his executors or assigns, in that behalf first had and obtained. In witness, &c.

A Letter of Attorney to receive Rent when it shall grow due.

BE it known unto all men by these presents, That I T. B. of, &c. for divers good causes and considerations me moving, have made, constituted and appointed, and by these presents do make, ordain, constitute and appoint R. R. of, &c. my true, sufficient and lawful Attorney and Assign, for me and in my name, nevertheless to the only use and behoof of the said R. R. to demand, collect and receive of W. R. A. H. and I. D. all that sum of, &c. and of W. T. all that sum of, &c. which said sum of, &c. will be due and payable unto me the said T. B. for one half years rent at, &c. next ensuing the date of these presents, for lands by them holden of me, lying and being in M. aforesaid, giving, and by these presents granting unto my said Attorney, full power and authority, for me and in my name to take and receive the said sums of, &c. due to me, as aforesaid, and the same so had and received, to detain and keep to his own proper use, without any accompt therefore to be rendred unto the said T. B. my heirs or assigns, and also upon the receipt thereof, to deliver unto them an acquittance in my name, testifying the receipt thereof, and I shall and will ratifie, allow and confirm all, and whatsoever my said

ſaid Attorney ſhall do or cauſe to be done, in or about the premiſſes, by theſe preſents. In witneſs whereof, &c.

A Letter of Attorney to take poſſeſſion of a Meſſuage, &c. from the Sheriff taken upon an Extent.

TO all, &c. I Sir T. B. of, &c. ſend greeting: Know ye that I the ſaid T. B. have made, ordained, conſtituted, authorized and appointed, and by theſe preſents do make, ordain, conſtitute, authorize and appoint T. W. and H. D. of, &c. or either of them, my true and lawful Attorneys or Attorney, joyntly or ſeverally for me and in my name, to take and receive of the now Sheriff of the County of Y. peaceable and quiet poſſeſſion as well of and in one capital Meſſuage, &c. as of and in, &c. all and ſingular which ſaid lands and premiſſes were lately belonging unto I. B. Gent. and which the ſaid now Sheriff hath intended by virtue of a Writ of Extent, to him directed upon a Statute of 500 *l.* acknowledged and entred into by the ſaid I. B. unto me the ſaid T. B. giving, and by theſe preſents granting unto my ſaid Attorneys, or either of them, full power and authority, for me and in my name, to do, execute, accompliſh and finiſh all and whatſoever ſhall be needful and neceſſary to be done, in or about the premiſſes by theſe preſents. And I ſhall and will ratifie, allow and confirm all and whatſoever my ſaid Attorneys, or either of them ſhall do or cauſe to be done, in or about the premiſſes, by theſe preſents, as if I my ſelf were then and there perſonally preſent. In witneſs, &c.

A Letter of Attorney to receive a Legacy, and the ſame to pay in diſcharge of a Bond.

TO all, &c. I R. F. of, &c. ſend greeting. Whereas R. B. and R. M. of, &c. together with me, &c. by one Obligation, &c. (general words of the recital of the Bond) now know ye that I the ſaid R. D. for the indempnity and ſaving harmleſs of the ſaid R. B. and R. M. and either of them, their and either of their executors, adminiſtrators and aſſigns, of and from the payment of the ſaid ſum of, &c. unto the ſaid T. G. his executors, adminiſtrators and aſſigns, on the ſaid, &c. next coming, and at the place of payment aforeſaid, have made, ordained, conſtituted, authorized and appointed, and by theſe preſents do make, ordain, conſtitute, authorize and appoint, the

ſaid

ſaid W. M. his executors, adminiſtrators and aſſigns, my true and lawful Attorney for me and in my name, or name of me the ſaid R. B. my executors, adminiſtrators and aſſigns, to demand, ask, levy, recover, and receive of M. B. of, &c. I. T. of, &c. and G. J. of, &c. or any of them, their or any of their executors, adminiſtrators or aſſigns, the full ſum of, &c. parcel of ſuch ſum of money as is or ſhall be due and payable unto me, as a legacy given unto me, in and by the laſt Will and Teſtament of W. B. my Father, late of, &c. Eſquire, deceaſed, and upon the receipt of the ſaid ſum of, &c. to give and to deliver unto them the ſaid, &c. or ſome or one of them, their executors or aſſigns, one acquittance bearing date the day of the date thereof, made, ſeatled and delivered by me to their uſe, teſtifying the receipt thereof, and the ſaid ſum of, &c. had and received, as aforeſaid, thereout to ſatisfie and pay unto the ſaid T. C. his executors, adminiſtrators and aſſigns, the ſaid ſum of, &c. on the ſaid, &c. in diſcharge of the recited Obligation, and the remainder of the ſame to detain and keep to the only uſe and behoof of me the ſaid R. B. my executors, adminiſtrators and aſſigns, and thereof be accompta-ble, giving and by theſe preſents granting unto the ſaid R. M. his executors, adminiſtrators and aſſigns, full power and lawful authority, for me and in my name, ſtead and place to do or cauſe to be done, all and every ſuch act and acts, thing and things, as he or they ſhall think meet or requiſite to be done concerning the premiſſes by theſe preſents, as if I my ſelf were then and there perſonally preſent. And I ſhall and will ratifie, allow and maintain all and whatſoever the ſaid R. M. his executors or aſſigns, ſhall lawfully do or cauſe to be done in or about the premiſſes by theſe preſents. In witneſs, &c.

A Letter of Attorney to make Leaſes of Lands, and to make ſale of Woods and Goods, and to make a Grant of a Stewardſhip during pleaſure.

TO all, &c. E. M. of, &c. and wife of me the ſaid E. Daughter and heir of, &c. and ſole Executrix of the laſt Will and Teſtament of T. S. Eſquire deceaſed, ſend greeting in our Lord God everlaſting. Know ye, that we the ſaid E. and M. for divers good and reaſonable cauſes and conſiderations us eſpecially moving, have given and granted, and by theſe preſents do give and grant unto our very truſty and well-beloved friend I. T. of, &c. the office of the

Stewardship of all those our Mannors, Lordships, Lands, Tenements and Hereditaments, within the Counties of, &c. late the Lands and Tenements of the said T. S. and him the said I. T. Steward of the said Mannors, Lands and Tenements, do by these presents nominate, appoint, make, create and constitute, to have, exercise, use and hold, the said office, with the appurtenances unto the said I. T. for and during our will and pleasure, and we do by these presents further give and grant unto the said I. T. full power, liberty, licence and authority, for us and in our names, not only to demise, grant, let and to set out by Copy or Court-Roll, according to the customs of the said Mannors respectively to such person or persons, in fee-simple, fee-tail or term of life, lives or years, and for such fines, rents and services, as to the said I. T. shall be thought meet and convenient, all such copyhold and customary lands of the said Mannors, or any part or parcel thereof, which now are demiseable or grantable, or lawfully may be demised, granted or let out within the said Mannors, or any of them, but also to do, perform, execute, use and accomplish all and every other acts, things, demise or matter, which any Steward or Stewards of the premisses, or any of them, at any time heretofore might or could do, or which we may or can in any wise licence or authorize the said I. D. or give commission or power unto him, to do, execute, perform or undergo. And furthermore we the said E. and M. for divers good considerations, and upon mature advice and deliberation, have given and granted, and by these presents do give and grant unto the said I. T. and our trusty servants, I. B. and C. B. or to two of them, whereof the said I. T. to be one, full power, liberty, licence and authority, for us and in our names by writing indented, or otherwise, to demise, grant, let and to set out, for life, lives or years, all and singular the said lands, tenements and hereditaments, or any part or parcel thereof, to such person or persons, and for such sum and sums of money, and for such rents and services, and with and under such Covenants, Conditions, Limitations, Articles and Agreements, in such manner, order, form and sort, as to the discretion of them the said I. T. I. B. and C. B. or two of them, whereof the said I. T. to be one, shall seem meet and convenient, and also to grant, bargain and sell the woods, trees and under-woods of the premisses, and every or any part and parcel thereof, and to grant, bargain and sell all such goods, chattels and substance, which we or either

of

in have, or ought by any means or title to have within the said Counties, to such person or persons, and for such sum and sums of money, and in such manner and form as to the said I. T. I. B. and C. B. or two of them, whereof the said I. T. to be one, shall be thought good and reasonable. And moreover we the said F. and M. have named, appointed, ordained and constituted the said I. T. or two of them, whereof the said I. T. to be one, our true and lawful Attorneys, to ask, demand, recover, levy, receive, and gather in our names and to our use, not only all such rents, and arrerages of rents, debts, duties and services, that by any means, degree or sort, are due and payable unto us, or either of us, or that we ought or should have of any person or persons within the said Counties, and in our names, or in the name of either of us, as the case shall require, to sue, arrest and implead such of the said persons, as will not make payment of the said rents, services, debts and duties, and of every of them, and to sue execution upon any condemnation in that behalf, and also in our and either of our names, to make, seal and deliver releases, acquittances, or other discharges, of or for the said rents, debts, duties and services, in every or any of them, to any person or persons, in such manner, sort and form, as to the said I. T. &c. or to two of them, whereof, &c. shall be thought meet and convenient, and whatsoever the said I. T. shall doin, &c. for or touching the demising, granting or setting out of the said copyhold or customary Lands, as a Steward of the premisses aforesaid, and whatsoever the said I. T. &c. or any two of them, whereof, &c. to be one, shall do, use or cause to be done, in, for or touching any other thing or matter before mentioned, we do by these presents grant and promise, for us, our heirs, executors or administrators, to establish, ratifie, confirm, stand to, allow, avow, as fully and as perfectly to all intents, constructions and purposes, as though the same were done by us our selves actually in our proper persons. In witness, &c.

A Warrant for an Attorney to confess a Judgement, in case satisfaction be not made by a certain day.

MAster *Barnes*, Whereas I. B. F. Esquire, together with C. D. &c. am and stand bound by Obligation in the sum and penalty of, &c. conditioned for payment of, &c. at a certain day long since past; If in case

I the said E. F. my, &c. do not well and truly satisfie and pay, or cause to be paid unto the said G. B. his, &c. all such sum or sums of money as shall be due to him upon the said last recited Obligation, on or before the, &c. next ensuing the date hereof, then the said E. F. do hereby give warrant and authority, unto you the said R. B. or any other of the Attorneys of the Court of the Kings Bench at *Westminster*, to appear for me in the said Court of the Kings Bench at *Westminster*, unto an action or suit there to be brought or commenced against me the said E. F. by the said G. B. his, &c. upon the said Obligation, and to acknowledge and confess a Judgement upon the same Obligation in *Michaelmas* Term next ensuing the date hereof, and this shall be your sufficient Warrant for the same. In witness, &c.

To T. S. and R. B. Attorneys in the Court of the Kings Bench at Westminster, *jointly and severally, and to any other Attorney of the said Court.*

WHereas I A. B. of, &c. do stand bounden by Obligation, bearing date the day of the date hereof, unto C. D. &c. in the sum of, &c. conditioned for the payment of, &c. on the, &c. next ensuing, &c. as by the same, &c. Now I do hereby authorize the said Attorneys or either of them, to appear for me, and to accept and take a Declaration on the said Obligation, and to plead *non sum informatus* to the same. And I do agree, that if the said, &c. be not paid according to the tenor of the condition of the said, &c. then judgement is to be entred, then as now for the said &c. and I do also hereby release unto the said C. D. all errour and errours touching the said Judgement and proceeding thereupon to be had. And I will not release or revoke the authority and power hereby given to my said Attorney. In witness, &c.

A Release of an Extent by an Administratrix.

REceived by me *Grace H.* Widow, administratrix as well of the goods and chattels of *William Blithe* Gent. as of E. T. Spinster, deceased, the sum of, &c. of, &c. being the consideration money which the said H. H. payeth to me for the vacuating and discharging of an Extent upon a Statute of, &c. heretofore acknowledged and entred into by I. D. Gent. unto the said W. S. and also

for

for the buying in and compounding of the ſaid Extent, by virtue or colour of the ſaid Statute, and alſo for all my intereſt and demand in the ſame Statute and Extent, of which ſaid ſum of, &c. I do hereby acknowledge the receipt, and by theſe preſents do for me, my executors and adminiſtrators, remiſe, releaſe, and for ever quit-claim unto the ſaid I. D. the ſaid Statute and Extent, or all manner of Proceſs or proceeding whatſoever, occaſioned by reaſon of the ſaid Extent. In witneſs, &c.

A Releaſe of a Bond, it being loſt.

TO all Chriſtian people, &c. I *M. Longton* of, &c. ſend greeting, &c. Whereas R. L. S. L. and T. W. by their Obligation, bearing date (recite the Bond) as by the ſame Obligation appeareth; and foraſmuch as the ſaid ſum of, &c. together with all ſuch ſum and ſums of money as are due for the intereſt and forbearance, are and is well and truly ſatisfied and paid unto me the ſaid M. L. in full diſcharge of the ſaid recited Obligation, which ſaid Obligation is loſt and cannot be found: Now know all men by theſe preſents, that I the ſaid M. M. have remiſed, releaſed, and quit-claimed, and do hereby for me, my executors and adminiſtrators, remiſe, releaſe, and for ever quit-claim unto the ſaid R. L. S. L. and T. W. and every of them, their and every of their executors, adminiſtrators and aſſigns, and every of them, as well the recited Obligation, and all ſuch ſums of money as are therein mentioned, to be due and payable unto me the ſaid M. L. my executors, adminiſtrators or aſſigns, as alſo all and all manner of actions and ſuits, cauſe and cauſes of actions and ſuits, accompts, debts, reckonings, ſum and ſums of money, Judgements, Executions and Demands whatſoever, which I the ſaid M. L. ever had, now have, or that I, my executors, adminiſtrators or aſſigns, or any of us in time to come, can or may have to, for or againſt the ſaid R. L. S. L. and T. W. or any of them, their or any of their executors, adminiſtrators or aſſigns, for or by reaſon of the ſaid recited Obligation: or any other matter, cauſe or thing whatſoever, concerning the premiſſes, from the beginning of the world until the day of the date hereof. And I the ſaid M. L. do for me, my executors adminiſtrators or aſſigns, covenant, promiſe and agree, to and with the ſaid R. L. S. L. and T. W. and every of them ſeverally, their and every of their ſeveral, &c. and to and with every of them by theſe preſents, that

if I the ſaid M. L. my executors or aſſigns, or any of us at any time or times hereafter, do find, or can have or obtain the ſaid recited Obligation, being loſt as aforeſaid, then I the ſaid M. L. my executors, adminiſtrators or aſſigns, or ſome of us, ſhall and will within two months next after the ſaid Obligation ſhall be found as aforeſaid, deliver and reſtore, or cauſe to be delivered and reſtored the ſaid Obligation unto the hands of them the ſaid R. L. S. L. and T. W. or ſome or one of them, their, &c. or ſome of them. In witneſs, &c.

A Releaſe of all Legacies and demands given and bequeathed by ones laſt Will and Teſtament.

KNow all men by theſe preſents, that I E. T. of, &c. Widow, have remiſed, releaſed and quit-claimed, and by theſe preſents do for me, my executors and adminiſtrators, remiſe, releaſe, and for ever quit-claim unto I. B. Gent. and H. H. Citizen, &c. executors, &c. and either of them, their executors, adminiſtrators, aſſigns, of and from all legacies, gifts, bequeſts, ſum and ſums of money and demands whatſoever, bequeathed and given unto me the ſaid E. T. in and by the laſt Will and Teſtament of R. T. &c. deceaſed, and of and from all manner of actions, and ſuits, cauſe or cauſes, or actions and ſuits, ſum and ſums of money, debts, duties, reckonings, accompts and demands whatſoever, which I the ſaid I. T. ever had, now have, or that I, my executors or adminiſtrators, can or may at any time or times hereafter, have, challenge or demand againſt the ſaid I. B. and H. H. or either of them, their and either of their executors, adminiſtrators or aſſigns, for or by reaſon of any matter, cauſe or thing whatſoever, from the beginning of the World, until the day of the date hereof. In witneſs, &c.

To I.K. of, &c. one of the Attorneys, &c.

I A. B. do hereby deſire you, and do give you full power, licence and authority to appear for me, and for, &c. in the ſaid Court, as of this laſt M. Term in an action of debt, for, &c. at the ſuit of, &c. upon an Obligation conditioned for the payment of, &c. in which ſaid Obligation I ſtand bound as principal: And this ſhall be your ſufficient Warrant in that behalf. In witneſs, &c.

A

A Warrant to acknowledge ſatisfaction.

WHereas there is one Judgement depending in the Court of Common-Pleas at *Weſtminſter*, of *Trinity* Term in the, &c. againſt I. F. of, &c. Eſq; for 500 *l.* debt, beſides the coſts of ſuit for Sir H. H. Knight, as by the Records of the ſaid Court more at large may appear. Theſe are therefore to authorize, and give full power to you and either of you, to acknowledge ſatisfaction upon the ſaid Judgement, and for your ſo doing this ſhall be your ſufficient warrant irrevocable. Witneſs, &c.

To R. P. and R. S. or any other Attorney of the Court of Common Pleas at *Weſtminſter*.

A Condition for the truth of a Merchants Apprentice, and that he ſhall give juſt accompts or demands, and pay what he ſhall fall ſhort in.

THE Condition, &c. That whereas the within named H. S. at the inſtance and requeſt of the within bound Sir S. A. hath accepted and taken T. A. Son of the ſaid S. A. to be the Apprentice of him the ſaid H. S. for the term of, &c. to be commenced from the day of the date within written, as in and by the ſaid Indenture, &c. if therefore the ſaid T. A. his executors and adminiſtrators, do from time to time hereafter, upon every reaſonable requeſt in that behalf to him or them to be made by the ſaid H. S. his executors, adminiſtrators, ſervants, factors or aſſigns, or any of them, yield, make and deliver up juſt and true accompt and accompts, and duly diſcharge him and themſelves unto the ſaid H. S. his executors, adminiſtrators or aſſigns, of, for, from and concerning, all, &c. ſuch wares, goods, moneys, merchandizes, ſpecialties, bills of debt, and other things which ſhall be committed, or come to the hands, charge, poſſeſſion or diſpoſition of the ſaid T. A. by reaſon or means of his ſaid ſervice, either in the parts beyond the ſeas, or on this ſide: And in caſe it ſhall happen or fortune that he the ſaid T. A. at any time or times during the ſaid term, to imbeazle, ſteal, purloin, miſpend, or unlawfully to detain, conſume or make away any of the moneys, wares, goods, merchandizes, commodities, ſpecialties, bills of debt, and other things, which do or ſhall belong or appertain to the ſaid

H. S. or any his partner or partners, his or their, or any of their executors or administrators, or to any other person or persons, wherewith he or they, or any of them, are or shall be in any wise charged or chargeable, if then and so often the said Sir H. S. his heirs, executors, administrators or assigns, or any of them, from time to time hereafter, always within two months next after notice and knowledge in that behalf, in writing to him, them or any of them, to be made or given, by the said H. S. his executors, administrators or assigns, do well and truly make, or cause to be made unto the said H. S. his executors, administrators or assigns, at or in, &c. sufficient recompence and satisfaction, in good and lawful, &c. for all such goods, wares, moneys, merchandizes, specialties, bills of debts, and other things, which upon any accompt or otherwise shall truly appear to be found to have been by the said T. A. so imbeazled, stoln, purloined, mis-spent, or unlawfully consumed, detained or lost, as aforesaid: And further, if the said T. A. do not at any time or times hereafter during the said Term, unlawfully depart or absent himself out, of or from the service of the said H. S. his master, without his licence and consent in that behalf first had and obtained, nor do at any time or times hereafter, merchandize or trade for himself, or undertake to do any business or businesses, in the trade or merchandizing, for any person or persons, nor accept or pay any bills of, or give bill or credit for any person or persons, unless it be by and with the like consent or licence of the said H. S. his executors or administrators in that behalf first had and obtained in writing, that then, &c.

A Lease of a Warren of Coneys.

THis Indenture made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other party witnesseth, that the said H. B. for, &c. hath demised, granted and to farm-letten, and by these presents doth, &c. unto the said C. D. his, &c. in the C. of K. and all the Coneys, in the said ground being, with the encrease, gains, profit and advantage, from time to time, arising, coming, growing, and renewing of the said Coneys in the said ground being, and to the same ground belonging, there to hunt, hey, ferret and pitch nets, or otherwise to use, for the most benefit and advantage of the said A. B. and his assigns, that he can or may devise, inlarge, ample and beneficial manner

ner and form as the ſaid A. B. or any other perſon or perſons heretofore have had, held, uſed, occupied or enjoyed the ſame, To have and to hold the ſaid ground and game of Coneys, in the ſame being, and to the ſame belonging, with all the gain, profits and advantages to the ſame belonging, and renewing as aforeſaid, unto the ſaid C.D. his executors and aſſigns, from the, &c. yielding, &c. A covenant on the tenants, part to do reparations on the Warren-houſe, and on the fences, ditches, hedges, and mounds. And at the end, &c. to leave the Berry and Coney-clappers ſufficiently covered with thorn, and alſo the ſame ground and Berry of Coneys ſufficiently repleniſhed and ſtored with Coneys, Covenants for enjoyning, &c.

A Licence to hawk, hunt and fiſh.

TO all Chriſtian people, &c. I Dame O. S. &c. ſend greeting. Know ye, that I the ſaid O. Lady S. for divers good cauſes and conſiderations me hereunto eſpecially moving, have given and granted, and by theſe preſents do give and grant unto Sir T. L. of, &c. Knight, and his aſſigns, full, free and abſolute power, liberty, licence and authority to hawk, hunt, fiſh and fowl, from time to time, and at all times hereafter, at the will and pleaſure of him the ſaid Sir T. L. and his aſſigns, for and during the natural life of me the ſaid O. Lady S. in, upon and within the Mannor or Lordſhip of M. *Super* S. in the ſaid County, and in and upon all the lands and grounds thereof, and within the bounds and precincts, limits and circuits of the ſame, in as full, free, ample and beneficial manner and form, as I my ſelf might or could do, in all and every reſpect or degree whatſoever or howſoever, and without any manner of let, denial or contradiction or interruption of me the ſaid O. Lady S. or of any other perſon or perſons whatſoever, in, by or through any act, means, conſent, privity of concurment. And I the ſaid O. Lady S. do covenant, promiſe, grant and agree to and with the ſaid Sir T. L. and his aſſigns by theſe preſents, that it ſhall and may be lawful, to and for the ſaid Sir T. L. and his aſſigns from time to time, and at all times hereafter, during my natural life, as occaſion ſhall be offered, to have and take as well all, and every the nets, and other engines and inſtruments of what kind ſoever, as alſo all the Dogs and Spaniels of what ſoever ſort or kind, of all or any perſons whatſoever, that ſhall at any time or times hereafter hawk, hunt, fiſh or fowl, within or upon the ſaid Lordſhip

or

or Manner of M. super S. or within or upon any part or parcel thereof, without the licence or consent of the said Sir T. L. or his assigns, or some of them, thereunto first had and obtained, he the said Sir T. L. or his assigns, delivering or causing to be delivered unto the Bailiff or Steward for the time being, of me the said O. Lady S. of the said Mannor or Lordship of M. super S. the aforesaid nets, engines, instruments and dogs, so to be taken as aforesaid, to be used, bestowed and imployed, to and for the use and behoof of me the said O Lady S. in such manner and form as I the said Lady S. or my assigns, shall think fit. In witness, &c.

A Lease of Cole-mines.

This Indenture made the, &c. between I. L. of, &c. and A. B. of, &c. witnesseth, That the said I. L. for and in consideration of, &c. hath demised, granted, and to farm-letten, and by these presents doth, &c. unto the said A. B. all and all manner of mines, pits and veins of cole now open and known, or that may be found out by digging, sinking or otherwise howsoever, lying or being in certain lands, called or known by the name of, &c. within the Mannor of, &c. with free liberty to and for the said A. B. his executors and assigns from time to time, and at all times during the term hereafter mentioned; to dig, search, sink, trench and mine, in and upon the said lands called W. and every part and parcel thereof, at his and their wills and pleasure, for the searching out, having and taking up of coles, and the same so trenched, digged and found, to take and carry away from time to time and at all times during the term by these presents demised, except and always reserved, unto the said I. L. his heirs and assigns, all and all manner of quarries heretofore demised, by the said I. L. to C. D. of, &c. To have and to hold the said mines and pits of Coles, with free liberty of digging, trenching, searching and carrying away the same; with all and singular other the premisses, except before excepted unto the said A. B. his executors, administrators and assigns, from the Feast of, &c. unto, &c. yielding, &c. and if it happen the said yearly rent of, &c. to be behind, &c. and the said A. B for himself, &c. covenanteth, &c. that he the said A. B. his executors, administrators or assigns at his and their own proper costs and charges, shall and will from time to time, and at all times hereafter, during the said term of, &c. so long as any such mine or pit shall be digged or trenched, for searching out of Coles, as aforesaid,

aforesaid, fill up the said mine or pit with meaner earth, and then level the same in such sort again, as the same may not be to the annoyance of the occupiers of the said lands, called W. or any of them. In witness, &c.

A Letter of Licence.

TO all Christian people, to whom these presents shall come: We A. B. of *London* Alderman, R. L. I. D. and I. P. Merchants, &c. send greeting in our Lord God everlasting. Whereas I. C. Citizen and Vintner of *London* (for and by reason of the commerce, divers contracts, agreements, and other causes between him and us the above-named persons, passed and had) standeth, and is severally indebted unto the said A. B. R. L. I. D. and I. P. and others, in divers and sundry great sums of money, as by several Obligations and Writings under his hand and seal unto us severally made, and otherwise it doth and may appear. Now know ye, that we the said A. R. R. L. J. D. and J. P. and the rest, for divers and many good and charitable causes and considerations us especially moving, have given and granted, and by these presents do give and grant, full licence and liberty unto the said J. C. quietly and freely to go about, attend and negotiate, as well his own private affairs, business and causes, as also all other matters and things whatsoever he hath, or shall have or do for any other person or persons whatsoever, as well within the City of *London*, as within all other the, &c. at all and every time and times from henceforth, for and during the space of, &c. to begin at the Feast of, &c. next ensuing the date hereof, without any manner of let, disturbance, molestation, stay, arrest, attachment or suit of his person, or of his Goods, Chattels, Money, Merchandizes, or of any other commodities or appurtenances whatsoever, by us the said, &c. or any of us, or by the executors or administrators of any of us on this side, or within the said space, time or liberty of, &c. and we the said, &c. are not only contented and agreed, to give and grant this our present licence and respite to the said J. C. for the payment of his said debts, but also every one of us, for his part, do by these presents freely and clearly release, remit, quit-claim and forgive unto the said J. C. all and every such sum and sums of money, as he the said J. C. at this present doth severally owe unto us, in case any of us, at any time or times during and within the said space of, &c. as aforesaid, shall do, move,

move, procure, practice by or attempt, or cause to be by any ways or means, any manner of act and acts, thing or things to be done, moved, procured, practised or attempted against the said J. C. or his goods, chattels, money, merchandizes, or any other of his things whatsoever, contrary to the purport, true meaning, tenor and effect of this our present licence and grant. And further, our meaning and intent is, that after the said, &c. shall be fully, &c. expired, we do by these presents give and grant license to the said J. C. that if he, his executors, administrators or assigns, do from thenceforth yearly, at the end of every year, for and during the term of, &c. pay or cause to be paid unto us the said several Creditors, or to the several executors, administrators or assigns of us and every of us, the full fourth part of the debt to us and every of us owing, that then we, nor any of us, nor any other by our or any of our means or procurement, shall do any thing or act against the said J. C. or any of his goods, chattels, moneys, merchandizes, or any other of his things whatsoever.

An Indenture upon the choosing of a Burgess to serve in Parliament.

THis Indenture, &c. between H. D. &c. High-Sheriff of the County of, &c. of the one part, and H. B. and R. G. &c. Burgesses and Burrough men of the Burrough and Town of, &c. of the other part, witnesseth, That the said Burgesses and Burrough-men, according to the Proclamation made by the said Sheriff for the election of Burgesses in every Burrough or Town within the said County, have the day of the date hereof at A. aforesaid, elected, named and appointed H. B. and R. G. Esquires, Burgesses of the said Town of A. and they to give their attendance, advice and counsel at the High Court of Parliament, to be holden at *Westminster* the, &c. next coming. In witness whereof, the said Burgesses and Burrough-men to these present Indentures have put their seals, and subscribed their names and marks, the, &c.

A Testimonial for the relief of one that had his House and Goods burnt.

TO all Christian people, &c. Know ye, that we Sir J. T. and T. G. Knights, T. W. S. P. &c. Esquires, for the succouring and relieving of our poor distressed brother S. S. of, &c. do by these our writings testifie, declare and bear witness, that on *Friday* the tenth of, &c. the said S. S. being at *Wakefield* Market travelling for his livelihood, a sudden and lamentable fire happned, which burnt down his dwelling house, with all his goods therein, and his Barn, wherein was all his corn and hay, to the utter undoing of the said S. his wife and small children. Now for that the said S. was an honest painful man, and is now brought to so great misery and distress, that he knoweth not where or how to provide for his wife and children, without the charitable relief of well disposed Christians; therefore we pray and desire all charitable and godly-minded persons, to help, succour and relieve the said S. with their charity towards his livelihood, and in recompence of his losses, and in so doing they shall oblige us to shew like charity to any of their neighbours in their distress and necessity. In witness, &c.

The beginning of a Demise of Copyhold lands, &c.

THis Indenture, &c. witnesseth, That whereas at a Court Baron, holden for the Mannor of, &c. on the &c. last past, the Lord of the said Mannor, by, &c. the Steward, did give license to the said J. T. to demise and grant the messuage, lands and tenements hereafter in these presents mentioned, unto any person or persons for the term of 21 years, from the Feast of, &c. then last past, as by the Rolls of the said Courts appeareth; now the said J. T. in pursuance of the said licence to him granted as aforesaid, and for and in consideration of the sum of, &c. to him, &c. hath demised, granted, and to farm-letten, and by these presents, &c. all that Copyhold Messuage or Tenement, with the appurtenances, commonly called or known by the name of, &c. situate, lying and being in, now or late in the tenure or occupation of, &c. and all, *Prout, in ordinary lands.*

A Release from two joynt Purchasers to the other two.

TO all to whom these presents shall come, Sir T. W. of &c. Knight, and T. S. of, &c. Esquire, send greeting. Know ye, that the said Sir T. W. and T. S. for good considerations them hereunto moving, have remised, released, and for ever quit-claimed, and by these presents do for them, and either of them, their and either of their heirs, remise, release, and for ever quit-claim unto, &c. their heirs and assigns, all the estate, right, title, interest, claim and demand whatsoever, of them the said Sir T. W. and T. S. of, in and to all that the Mannor and Lordship of, &c. with the rights, members and appurtenances thereof, and of, in and unto and singular other the Mannors, Lordships, Lands, Tenements and Hereditaments, which in and by one Indenture enrolled in the Chancery, bearing date the, &c. made between the Right Honorable, &c. of the one part, and the said, &c. on the other part, were granted, bargained, and sold, or mentioned or intended to be thereby granted, bargained and sold unto the said, &c. and their heirs, and of, in and unto every part and parcel of them, every or any of them. In witness, &c.

A sale of goods to the Plaintiff levied upon Scire facias *by the Sheriffs Bailiff.*

KNow all men, &c, That I G. B. Bailiff of the Wapontake of, &c. in the County of, &c. by virtue of the Writ of *Scire facias*, to the Sheriff of the said County directed, have levied of the goods and chattels, &c. the sum of, &c. part of a debt, due to, &c. and levied by virtue of the Writ aforesaid to his use. In full satisfaction of which said sum of, &c. I do by virtue of the Writ and Warrant to me directed, as aforesaid, assign, sell and set over unto the said, &c. all the goods and chattels, in the apprizement hereto annexed, nominated at the rate of, &c. to have, &c. the said goods and chattels, to him, his heirs, executors and administrators, as his own proper goods and chattels, as fully and absolutely, as I the said G. B. might, could or ought to do by force and virtue of the said Warrant and Apprizement, or otherwise howsoever. In witness, &c.

A Lease of goods levied by the Sheriff upon Judgement.

THis Indenture made the, &c. between M. F. of, &c. of the one part, and J. F. of, &c. of the other part. Whereas the said M. F. did in *Michaelmas* Term in the, &c. by due course of Law, obtain and recover one Judgement in the Court of Kings Bench at *Westminster* against the said J. F. for the sum of, &c. debt and costs of suit, as by the Records remaining in the said Court, *Rot.* 232. Whereunto relation being had, more at large it doth and may appear; and whereas Sir J. S. Sheriff of the said County of, &c. did on or about the, &c. by virtue of a Writ of *Scire facias* upon the said Judgement to him directed, returnable, &c. levy of the goods and chattels of the said J. F. the sum of, &c. in part and satisfaction of the said Judgement, which goods and chattels were sold by the said Sheriff or his Deputy unto the said M. F. as by a particular Schedule or Indenture hereunto annexed appeareth. Now this Indenture witnesseth, and it is fully concluded and agreed by and between the said parties to these presents, in regard the said goods and chattels mentioned in the said Schedule, cannot be presently sold for the best benefit and advantage of the said M. F. that the same goods and chattels shall remain and continue in the custody and possession of the said J. F. for the use and behoof of the said M. F. his, &c. for and during the space and time of six months, next after the date hereof; and if any of the said goods and chattels, mentioned in the said Schedule hereunto annexed, have been already, or hereafter during the said space of six months, shall be sold or disposed of by the said J. F. his executors, administrators and assigns, then he the said J. F. for himself, his executors and administrators, and for every of them, doth by these presents covenant, promise, grant and agree, to and with the said M. F. his executors, administrators and assigns, to give a true and just accompt or accompts, together with the proceed or encrease thereof in writing, unto request made, and to pay or cause to be paid unto him the said M. F. his executors, administrators or assigns, all such sum or sums of money as shall be found due upon the said accompt or accompts, so to be made or given, and at the end and expiration of the said term, shall and will well and truly deliver, or cause to be delivered unto the said M. F. if the said J. F. his executors, &c. shall be thereunto required, the residue and remainder *in specie*, with the proceed

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and encreaſe thereof, of all ſuch goods and chattels, mentioned in the ſaid Schedule or Inventory, as ſhall be ſo ſold or undiſpoſed of, the ſaid M. F. his executors, adminiſtrators or aſſigns, allowing in the mean time unto the ſaid J. F. his executors or adminiſtrators, all the benefit and advantage of the wool, milk and work of the cattel, comprized in the ſaid Schedule hereunto annexed, and the uſe of the other goods comprized in the ſaid Schedule or Inventory, for the pains and care of the ſaid J. F. to be taken in and about the ſelling, diſpoſing and keeping of the ſaid goods and chattels, or any of them. In witneſs, &c.

A Leaſe of Lands in Barbadoes,

THis Indenture made, &c. Between R. C. of, &c. and M. S. of, &c. witneſſeth, That the ſaid R. C. for divers good cauſes and conſiderations him hereunto eſpecially moving, hath demiſed, granted and to farm-letten, and by theſe preſents doth demiſe, grant, and to farm-let unto the ſaid M. S. all that his own ſhare, part and portion of Land, containing in all by eſtimation forty acres of Land, be it more or leſs, ſituate and being in, &c. as the ſame was lately and now is ſeparated and divided from other lands now inhabited by the Engliſh Merchants and Planters, or their aſſigns, and allotted unto the ſaid R. C. for one of his ſhares of his Adventure with the ſaid Company of the ſaid Iſlands, and now are, or late were in the tenure or occupation of R. P. or his aſſigns; and alſo one Acre of Land, being part or parcel of, &c. lying within, &c. likewiſe allotted unto the ſaid R. C. for another ſhare of his Adventure to the ſaid Iſland, the ſame acre of Land to be meaſured, and ſet out in ſome convenient place of the ſaid ſhare of land, adjoyning upon or near unto the freſh-water, together with free ingreſs, egreſs, regreſs, way and paſſage to and for the ſaid M. S. his executors, ſervants and aſſigns by and through, &c. at all convenient times, and by all fitting and convenient ways and paſſages, to fetch water from the ſprings and Rivulets thereunto adjoyning, as need ſhall require; To have and to hold the ſaid ſhare of Land, and acres of Land, and all other the above demiſed, or meant, mentioned or intended to be demiſed premiſſes, with their and every of their rights, members and appertenances unto the ſaid M. S. his, &c. from, &c. for and during the term of, &c. M. S. his, &c. yielding and paying therefore yearly, and every year during the ſaid term of, &c. unto the ſaid R. C. his, &c.

the

the moiety or one half part of all the profits and gains whatsoever, which shall yearly be made or raised by, or by means of the digging, setting, planting, sowing, manuring and imploying the said lands and premisses above by these presents demised or meant, or mentioned to be demised, and every or any part thereof, or by any other ways or means whatsoever, the same to be yearly and every year, once or oftner, (as shipping may conveniently be had) sent into *England* to and for the use of the said R. C. his heirs and assigns; for and in full satisfaction and payment of all manner of rents whatsoever; and the said M. S. for him, his, &c. doth covenant and grant to and with the said R. C. his, &c. by these presents, in manner and form following, that he the said M. S. shall and will once in every year yearly, or oftner, during the said term hereby granted, and as shipping may be conveniently had, as aforesaid, make and send unto the said R. C. his heirs or assigns, a just and true account how the same lands and premisses hereby demised, have until that time been imployed and used, and likewise with the same account shall and will send and deliver, or cause to be delivered unto, and for the use and behoof of the said R. C. his heirs and assigns, unto the City of *London*, the said moiety or one half part of all the increase, profit and gains above by these presents reserved, which shall happen to be accrued or risen by the means of the husbanding and employing of the said lands and premisses by these presents demised, and also shall and will from time to time send and deliver, together with the said rent above reserved, unto the said R. C. his executors or assigns, all the other moiety or half part of all the profits and gains, which shall happen to be accruing and arising, by means of the said husbanding and imploying of the said lands and premisses in sort, as is aforesaid, or so much thereof over and above the said rent, as shall be due and payable by virtue of these presents, until the sum of, &c. shall be fully satisfied and paid unto the said R. C. his, &c. which sum he the said R. C. at and before the ensealing of these presents, did disburse and lay out for the furnishing of the said M. S. with implements, utensils and other necessaries, to be used and imployed in and about the manuring, managing and dressing of the said lands above mentioned to be demised. And further, that he the said M. S. his executors, administrators or assigns, or some of them, shall and will from time to time, and at all times hereafter, during the continuance of this demise;

in good order of husbandry, fet, ſow, plant and employ the lands and premiſſes hereby demiſed, to the beſt advantage, according to the cuſtom of the Countrey there uſed and to be uſed. And alſo ſhall and will at his and their own proper coſts and charges, erect, build and ſet up in good order of workmanſhip, one convenient houſe, upon ſome moſt commodious place of the premiſſes. And further, that he the ſaid N. S. his, &c. ſhall not and will not at any time or times herafter, during the continuance of this preſent Leaſe, demiſe or grant the premiſſes to any perſon or perſons whatſoever, for and during the term hereby granted, or any part thereof, without the licence of, &c. or make any wilful waſte or ſpoil upon any the Cedar or Timber-trees now ſtanding, growing or being, or which at any time hereafter ſhall ſtand, grow, or be upon the premiſſes, or any part thereof, other than for their neceſſary uſe. Covenant for reparations and for quiet enjoying, &c. Provided always, that if it ſhould happen the ſaid yearly rent to be behind, &c. or if default ſhall be made of or in the performance of any the covenants, grants, articles, payments and agreements herein contained on the parts, &c. that then and from thenceforth it ſhall and may be lawful, &c. In witneſs, &c.

A Leaſe from a Company.

THis Indenture made, &c. between, &c. witneſſeth, That the ſaid Maſter and four Wardens, by and with the aſſent and agreement of the more part of the moſt ancient and diſcreet perſons of the ſaid Fraternity, their aſſiſtants, as well for and in conſideration of the ſum of, &c. have demiſed, &c. all that their Meſſuage, &c. To have and to hold, &c. yielding, &c. A Covenant for reparations, for emptying the ſedges, widraughts and privies, to leave it in good repair, with all doors, locks, keys, bolts and glaſs-windows, wainſcots, partitions, and ſuch like as ſhall be fixed, faſtened and ſet within or about the premiſſes, and are not removeable by the cuſtom of the City of *London*, without defacing, ſpoiling or deſtroying the ſame; and that it ſhall and may be lawful to and for the ſaid Maſter, &c. their Rent-gatherer, officers and aſſigns, to enter and come into and upon the premiſſes, there to view, ſearch and ſee the eſtate of the reparations of the ſame, and of the decays and defaults there found, to give or leave warning of the premiſſes aforeſaid, to and for the ſaid L. W. his, &c.

&c. to repair and amend all and every the ſaid decays and defaults within the ſpace of, &c. Provided always, that if it ſhall happen the ſaid yearly rent of, &c. or if the ſaid L. W. ſhall grant, aſſign or ſet over his, &c. to any perſon or perſons without the, &c. or if the reparations of the premiſſes or any part thereof, ſhall not be made and done within the ſpace of, &c. above limited for the doing of the ſame, that then and from thenceforth in every or any the caſes aforeſaid, this preſent leaſe and term of years ſhall ceaſe, determine and be utterly void, and that then or at any time after, it ſhall and may be lawful to and for the ſaid Maſter and four wardens of the Fraternity aforeſaid, and their ſucceſſors for the time being, and their Rent-gatherer, officer, or any other certain Attorney in their name, and to their uſe, into the premiſſes above demiſed, with the appurtenances, to re-enter, and the ſame to have again, &c. and the ſaid L. W. and all other occupying, &c. thereof, thereout to expel, &c. In witneſs, &c.

A Leaſe from a Parſon and Church-wardens, with a Covenant for building, &c.

THis Indenture made between G. G. Dr. of Divinity, Parſon and Proprietor of the Pariſh Church of, &c. J. M. and C. H. Church-Wardens, of the goods, works, rents and ornaments of the ſaid Pariſh Church of the one part, and C. L. of, &c. of the other part, witneſſeth, That the ſaid Dean and Chapiter, and Church-Wardens, with the whole aſſent and conſent of the Pariſhoners of the ſaid Pariſh, for divers good cauſes and conſiderations them thereunto eſpecially moving, hereafter in theſe preſents mentioned, *viz.* as well for the new building and erecting of the tenement which is ruinous and in decay, hereafter in theſe preſents, by them demiſed to the ſame W. as alſo for the increaſe of the yearly rent of the ſaid tenement being lately demiſed to, &c. deceaſed, have demiſed, granted, and to farm-letten, &c. unto the ſaid W. N. all that tenement, with a Garden lying on the backſide thereof, belonging to the Pariſh of, &c. late in the tenure of, &c. ſituate in, &c. between, &c. which ſaid Tenement and a Garden on the South part thereof, containeth in length from, &c. eighty four foot aſſize, and in breadth from the North corner of, &c. to the, &c. twenty foot of aſſize, and in length, from the Eaſt ſide of, &c. and from the South corners of, &c. to, &c. nineteen foot and two inches of

of aſſize, and all rooms, chambers, cellers, ſollers, houſes, gardens, yards, entries, eaſements, and all other edifices and buildings, with all and ſingular their appurtenances whatſoever to the ſaid tenement and garden belonging or appertaining, in as large and ample manner as the ſame were demiſed, uſed and occupied by the ſaid, &c. his aſſigns, or any of them. To have and to hold, &c. yielding, &c. unto the Church-wardens of the Pariſh for the time being, and to their Succeſſors, to the uſe of the ſaid Church, the ſum of, &c. at the, &c. And whereas the ſaid tenement is at this preſent in utter ruine and decay, and not meet to be inhabited, therefore the ſaid W. N. for the conſideration before mentioned, doth for him, his, &c. covenant and grant to and with the ſaid Church-wardens, and their Succeſſors, Church-wardens of the ſaid Pariſh by theſe preſents, that he the ſaid W. N. his, &c. ſhall and will for his moſt benefit and commodity, erect and new build the ſaid tenements, with good and well-ſeaſoned timber, within the ſpace of, &c. and the ſame erected and built, ſhall and will ſufficiently repair, maintain and keep, with all manner of reparations in and by all things whatſoever, as often as need ſhall require, during the ſaid term-Covenant for re-entry upon non-payment or non-repairing. Covenant for quiet enjoying. *Et ſimilia.*

A Leaſe from a Town or Corporation to commence at the end of a former, with ſeveral Proviſoes.

THis Indenture made between the Maior, Bailiffs and Burgeſſes of the Borough and Town of, &c. in, &c. and H. T. of &c. witneſſeth, That the ſaid Mayor, Bailiffs and Burgeſſes, by and with one full aſſent, conſent and agreement, as well for and in conſideration of the ſum of, &c. to be paid unto the ſaid Mayor, Bailiffs and Burgeſſes at the commencement of this preſent Leaſe, as alſo for divers, &c. and for and upon the conditions and proviſoes, hereafter in theſe preſents expreſſed, have demiſed, granted, ſet and to farm-letten, and by theſe preſents do, &c. unto the ſaid H. T. all that their Burgage, Meſſuage and Tenement with the appurtenances, ſituate, lying and being in P. aforeſaid, upon the Eaſt-ſide of a certain Cloſe, there commonly called the, &c. late in the tenure of, &c. and alſo all that Shop, &c. and all and ſingular other the Houſes, Edifices, Buildings, Barns, Stables, Shops, Rooms, Lofts, Folds, Courts, Yards, Backſides,

sides, Curtillages, Commons, common of Pasture, and Turbury ways, Waters, Easements, Liberties, Profits, Commodities, Emoluments, advantages and appurtenances whatsoever, to the said Messuages, Burgage or Tenement or Shop, or any of them, or any part or parcel thereof belonging, or in any wise appertaining, or heretofore, &c. To have and to hold the said, &c. to the said, &c. from and after the end and expiration of one Lease heretofore made, &c. of the said premisses unto J. T. late father of the said H. T. for the term of, &c. yielding and paying therefore yearly during the said term, unto the said Bailiffs for the time being, and their Successors, to the use of the said Maior, Bailiffs and Burgesses, and their Successors, the annual or yearly rent of, &c. at the Feast of, &c. only, during the said term, or within, &c. next after the same, if it be lawfully demanded, either by publick notice, or otherwise, for all manner of rents, boons, duties, suits, services and demands whatsoever, and if it shall happen the said yearly rent of, &c. that then and from thenceforth it shall be lawful to and for the said Maior, Bailiffs and Burgesses, their, &c. into the said demised premisses, &c. and the distress or distresses, &c. until such time as the said rent, &c. be fully satisfied and paid unto the said Maior, Bailiffs, &c. and if no sufficient distress may or can be found in and upon the said demised premisses, or any part thereof, to satisfie the said rent with the arrerages thereof; or that the said Bailiffs for the time being, be interrupted or hindered to distrain for the same, that then and from thenceforth, it shall and may be lawful to and for the said Maior, Bailiffs and Burgesses, their Heirs and Successors, or any of them, into the said demised premisses, or any of them, with the appurtenances, to re-enter, and the same to have again, repossess and enjoy, as in, &c. this present Indenture, or any thing, &c. Covenant for reparations, and to leave it so. Proviso, that in case of non-payment of the rent, or if the premisses shall be assigned to any person not dwelling or inhabiting within the said Borough or Town, and who is not a free Burgess of the said Town, that then and from thenceforth, &c. Provided further, and upon this condition, that if it shall happen the said H. T. to dye without issue male of his body lawfully to be begotten, before the commencement of these presents, and before the payment of, &c. being the consideration agreed upon to be paid for the same, then if R. T. of, &c. or the issue male of his body lawfully begotten, or I. T. or the

iſſue male of his body lawfully begotten, do pay to the ſaid Mayor, Bailiffs and Burgeſſes for the time being, their heirs and ſucceſſors, the ſaid ſum of, &c. in manner and form, as aforeſaid, and alſo 20*l.* to the iſſue female ſurving of the ſaid H. T. if there be any ſuch then living within one year, then after their or either of their entry, that then and from thenceforth the ſaid R. T. ſhall be intereſſed in theſe preſents, to him and the heirs males of his body lawfully begotten, and for default of ſuch iſſue, to the ſaid I. T. youngeſt brother of the ſaid H. and of the heirs males of his body lawfully begotten, he the ſaid I. T. or his iſſue male paying the ſaid ſum of, &c. to the ſaid Major, Bailiffs and Burgeſſes, and the ſaid ſum of, &c. to the iſſue female of the ſaid T. H. in ſuch manner and form, as is herein before expreſſed, limited and appointed: and for default of ſuch iſſue, then to the heirs and aſſigns of the ſaid H. during the reſidue of the ſaid term. In witneſs, &c.

A Leaſe for three lives, with a Letter of Attorney to take and give poſſeſſion.

THIS Indenture made, &c. between, &c. witneſſeth, That the ſaid, &c. for and in conſideration of, &c. doth demiſe, &c. all that his Meſſuage and Tenement, with the appurtenances, and all and ſingular ſhops, ſellers, ſollers, chambers, rooms, entries, ways, yards, back-ſides, lights, eaſements, profits and commodities whatſoever, to the ſaid Meſſuage or Tenement belonging or appertaining, or to or with the ſame uſed, occupied or enjoyed, late in the tenor, &c. ſituate, &c. *Habend.* the ſaid Meſſuage or Tenement, and other the premiſſes, with the appurtenances, to the ſaid, &c. and to his aſſigns, for and during his natural life, the remainder thereof to the ſaid F. his wife, and to her aſſigns, for and during the term of her natural life, the remainder thereof after the ſaid ſeveral deaths of H. and F. unto the ſaid S. for and during the term of her natural life; Yielding, &c. during the ſaid term or eſtates, and every or any of them, unto the ſaid I. his heirs and aſſigns, the rent of, &c. at the, &c. by even and equal portions, and yielding, and paying therefore alſo unto the ſaid I. his, &c. for and upon any alienation, demiſe or grant of the premiſſes, or of the greater part of them, and for and upon any change of Tenant or Tenants of the premiſſes, during the ſaid term or eſtates, or any of them, the

the ſum of, &c. (*toties quoties*) for every change, alienation or demiſe, in the name of a fine for alienation, the ſame fine or fines to be paid to the ſaid, &c. at the Meſſuage or Tenement aforeſaid, within the ſpace of, &c. next enſuing the firſt of the Feaſts aforeſaid, which ſhall next come or happen to be after any ſuch alienaiton, &c. of the premiſſes or the greater part thereof. A Covenant that they the ſaid H. P. his wife, and S. their, &c. or ſome of them, ſhall or will at or before the, &c. expend, diſburſe and lay out, in, upon or about the building, repairing, ſtrengthning or bettering of the ſaid Meſſuage or Tenement, with the appurtenances, and other the demiſed premiſſes, the ſum of, &c. at or before the Feaſt of, &c. provided always, that if it ſhall happen the ſaid yearly rent of, &c. or the ſaid fine or fines that ſhall grow due, &c. at any time during the life of, &c. to be behind and unpaid, in part or in all, by the ſpace of, &c. next after, &c. or if the demiſed premiſſes, or any part thereof, ſhall be in decay or unrepaired by the ſaid ſpace of, &c. next after notice given, that then the eſtate of the ſaid H. for and during his natural life, ſhall ceaſe, determine and be utterly void and of none effect, to all intents and purpoſes; or if at any time after the deceaſe or determination of the ſaid eſtate of the ſaid H. and during the life of the ſaid F. it ſhall happen the ſaid yearly rent of, &c. or at the ſaid fine or fines to be behind and unpaid, &c. by the ſpace of, &c. or that the ſaid demiſed premiſſes ſhall be in decay, or want repairing, &c. by the ſpace of, &c. that then likewiſe the ſaid eſtate of the ſaid F. ſhall ceaſe, determine, &c. and that then and at all times from thence forth, it ſhall and may be lawful to and for the ſaid I. his, &c. into the ſaid demiſed premiſſes, with the appurtenances, and into every part and parcel thereof to re-enter, and the ſame to have again, repoſſeſs and enjoy, as in his and their former eſtate, and that thereupon this preſent Indenture of Leaſe to be void and of none effect, any thing herein, &c. And laſtly, the ſaid I. P. doth by theſe preſents make, ordain, conſtitute, authorize and appoint, and in his ſtate and place put his truſty and well-beloved Friends P. W. and I. M. to be his true and lawful Attorneys, joyntly or ſeverally for him, and in his ſtead and name, to enter into and upon the ſaid demiſed premiſſes, or into or upon any part or parcel thereof, in the name of the whole, for him, in his name, and to his uſe to take and keep, and after ſuch poſſeſſion ſo had and taken, full and peaceable poſſeſſion and ſeizin of the ſame premiſſes, or of any part or parcel

thereof in the name of the whole, for him, in his ſtead and name, to give and deliver unto the ſaid M. R. F. his now wife, and S. B. or any of them, or to their or any of their certain Attorney or Attorneys, in that behalf authorized, according to the tenor, purport, effect and true meaning of theſe preſents, ratifying, allowing and holding firm, all and whatſoever his ſaid Attorneys joyntly, or either of them ſeverally, ſhall do, or cauſe to be done, in or about the premiſſes, by the tenor of theſe preſents. In witneſs, &c.

A Letter of Attorney to deliver two Leaſes.

TO all to whom, &c. I W. L. of, &c. ſendeth greeting: Whereas the ſaid W. L. hath cauſed two ſeveral Indentures bearing date with theſe preſents to be drawn and ingroſſed, purporting ſeveral demiſes and grants from the ſaid W. L. unto R. G. of, &c. the one of them purporting a demiſe of all that one Cloſe, &c. (as in the Leaſe is recited) with their appurtenances, now or late in, &c. lying and being in, &c. To have and to hold the ſaid ſeveral Cloſes and premiſſes, and every part and parcel thereof, unto the ſaid R. G. his, &c. from the, &c. as in the Leaſe yielding, &c. if demanded, and the other of them purporting a demiſe of all that Meſſuage, or Tenement, with the appurtenances, &c. as in the Leaſe: To which ſeveral Indentures the ſaid W. L. before the enſealing and delivery of theſe preſents, hath put his hand and ſeal. Now know ye, That the ſaid W. L. hath made, ordained, conſtituted, authorized and appointed, and by theſe preſents doth, &c. his truſty and well-beloved Friends R. S. &c. his true and lawful Attorneys joyntly and ſeverally, for and in the name and place of him the ſaid W. to enter and come into and upon the ſaid ſeveral grounds, and all and ſingular other the premiſſes above ſeverally mentioned to be demiſed, or any part or parcel thereof, for, or in the name of the whole, and full and peaceable poſſeſſion and ſeiſin thereof to take and have, and being ſo entred, and thereof, or of any part thereof quietly poſſeſſed, then and there, for and in the name, and as the proper act and deed in the Law of the ſaid W. L. to deliver to the ſaid R. G. or his lawful Attorney or Aſſigns in that behalf, to his proper uſe and behoof, the ſaid ſeveral Indentures, to which the ſaid W. L. hath put his hand and ſeal, as aforeſaid, and alſo to do, ſay, exerciſe, execute, conclude, determine and finiſh, all and every other act and acts, matter and thing whatſoever, which in

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and about the delivery of the ſame ſeveral Indentures, or either of them, ſhall be requiſite and expedient to and for his ſaid Attorneys, or either of them to do by all due and lawful circumſtances ſo fully and effectually in every reſpect, as he the ſaid W. L. might or could do, being perſonally preſent at the doing thereof: Giving and by theſe preſents granting unto the ſaid, &c. the full and whole power, ſtrength and authority of him the ſaid W. L. in the execution of the premiſſes, and ratifying and allowing all and whatſoever the ſaid, &c. or either of them ſhall lawfully do, or cauſe to be done in the execution of the premiſſes, for and in the name of the ſaid W. L. as the proper act and deed of him the ſaid W. L. In witneſs, &c.

An Aſſignment of certain Debts by an Adminiſtratrix to Creditors.

TO all to whom, &c. I E. B. of *London*, Widow, Adminiſtratrix of all and ſingular the goods, chattels, debts and credits which late were R. B. my husbands deceaſed, ſend greeting. Whereas the ſaid R. B. my ſaid late husband, in his life-time ſtood indebted unto, &c. and unto every of them ſeverally, in certain ſeveral ſums of money; Know ye therefore, That I the ſaid E. B. intending as much as in me lieth, to give content and ſatisfaction unto them, and every of them, Have given, granted, bargained, aſſigned and ſet over, and by theſe preſents do fully, clearly and abſolutely, &c. unto the ſaid, &c. and to every of their executors, adminiſtrators and aſſigns, all and every the book-debts, ſpecialties, obligations and writings obligatory, acquittances and receipts named and mentioned in a ſchedule, &c. which are due and owing unto me the ſaid E. as Adminiſtratrix, as aforeſaid, by one, &c. and one, &c. by what name or names ſoever they be called or known, and by ſuch their Sureties, as in the ſaid obligations or writings obligatory, are named, as in and by the, &c. more plainly, &c. together alſo with all and every ſum and ſums of money, commodity, profit, benefit and advantage, that ſhall or may come, grow, or be had, made, gotten or obtained, of or by the ſaid book-debts, obligations, and writings obligatory, and every of them, and all my right, title, intereſt, property, claim and demand, of, in and to the ſame, and every part thereof. And I the ſaid, &c. for me, my executors and adminiſtrators, do covenant, grant and promiſe, to and with the ſaid, &c. and every of them, their

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and every of their, &c. by these presents, that I the said E. B. have not heretofore released, or by any ways or means discharged, the said Book-debts, Obligations, Writings Obligatory, Acquittances or Receipts, or any of them, or the several sums of money in them comprized, or any part or parcel thereof; and I the said, &c. my, &c. shall not, nor will not at any time or times hereafter release, or by any ways or means discharge the said Book-debts, Obligations, Writings obligatory, &c. or the said several sums of money, in them, or any of them contained, without the consent of, &c. first thereunto had, &c. and that I the said, &c. my, &c. shall and will permit and suffer the said, &c. joyntly and severally, at their costs and charges, to commence, pursue and prosecute all and every such lawful actions, suits and executions, which shall or may in any wise be commenced, prosecuted or brought against the said, &c. by reason of the said Book-debts, &c. and the same actions, &c. shall and will avow, justifie and maintain, without fraud or guile. And that the said, &c. their, &c. shall or may quietly have, possess or enjoy to their own proper use and uses all and every such sum and sums of money, executions, and the benefit thereof which shall be had, levied, recovered or obtained by reason of the same, and shall have power and authority in the name of me to acquit, release, &c. the said, &c. for, touching, &c. the said Book-debts, &c. In witness, &c.

A Letter for Composition of half-debts.

TO all whom, &c. we E. B. &c. Citizens, &c. of *London*, Creditors of P. P. &c. send greeting: Whereas the said P. P. the day of the date of these presents, is and standeth justly indebted, and doth owe unto us the several parties above named, divers and several sums of money, And by reason of the many losses, great hindrances, and other damages happened unto him, he is utterly unable (as he affirmeth, and as appeareth unto us) to give other satisfaction for our said debts, than by and with such goods and wares as are now remaining in his hands, and such debts, as are now at this present owing unto him, which we the said Creditors are unwilling to accept of, or any ways to intermeddle with, but have rather resolved and made choice to undergo a certain loss, and to accept of 10 *s. per l.* or one half of the debts by him owing unto us, to be duly paid in full satisfaction of our said debts,

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in manner and form following, viz. When and as soon as all and every of us the Creditors above named, have subscribed, sealed, and in due form of Law delivered in this present writing to the use of the said P. P. then he the said P. P. his executors, administrators or assigns, shall pay, or cause to be paid unto every of us the said Creditors, our, &c. one fifth part of, &c. after the rate of 10 *s.* in the *l.* by these presents agreed upon to be accepted of, in full satisfaction of our said debts, and the remainder of our said debts, after the rate and agreement aforesaid in six parts being divided, to be paid at six several payments half yearly, at such indifferent place and places, as we the said Creditors, and every of us, our, &c. shall nominate and appoint. The first payment whereof to begin and to be made on the, &c. next ensuing the date of these presents. The second payment to be made, &c. Now know ye therefore, That we the said Creditors do covenant and grant, and every of us for his own part, and for his own, &c. doth covenant and grant to and with the said P. P. his, &c. and to and with every of them by these presents, That if the said P. P. his, &c. or any of them, upon the ensealing and delivery of this present Writing, by all and every of us the said Creditors, according to the effect and true meaning of these presents, do and shall well and truly pay, or cause to be paid unto every of us the said Creditors, our and every of our, &c. the said fifth part of our said debts, after the rate of 10 *s. per l.* according to the agreement aforesaid, at the, &c. without any fraud, coven or further delay; And also, if the said P. his, &c. for the more sure payment of the residue and remainder of our said debts, after the rate aforesaid, in six parts to be divided, and to be paid at six several payments, at such days, time, place and places, and in such manner and sort as is above limited and expressed, do and shall at and before the, &c become bound unto us, and every of us, our, &c. in double the sum or sums, in the condition or conditions in the same Obligation or Obligations, or Writings Obligatory to be specified. And further, if the same Obligations and every of them, shall be delivered unto every of us, or the assign or assigns of us, and every of us, at or before the said, &c. at such indifferent place or places as we the said Creditors, our, &c. shall nominate, that then from and after such payment made of the said first part of our said debts, after the rate of 10 *s.* in the *l.* and after the same Obligation made and delivered unto us, for the several payments aforesaid, accord-

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ing to the limitation, effect, tenor and true meaning of these presents, we the said Creditors, and every of us the executors, &c. shall and will hold our selves well contented and satisfied, for all such debts as he the said P P. his, &c. did formerly owe unto us, and every of us, before the ensealing of the same obligations, and that then also we the said Creditors, and every of us, or the executors, &c. within fourteen days next after the ensealing and delivery of the same obligations unto us and every of us, according to the true meaning of these presents, shall and will seal, subscribe, and in due form of Law deliver unto the said P. P. his, &c. one general release or other discharge of all debts, duties and demands whatsoever by the said P P. unto us and every of us formerly owing or payable, from the beginning of the world, until some few days before the date of the same obligation, so to be sealed and delivered unto us, as aforesaid. Provided always, that these presents, nor any agreement, matter or thing herein contained, shall be of any force or effect to bind or charge us, or any of us the said Creditors, which have, or shall hereunto agree, seal and subscribe, before the first day of, &c. next coming after the date of these presents. In witness, &c.

Another Letter of Composition.

TO all to whom, &c. We A. B. Creditors of, &c. send greeting: Whereas the said W. C. and W. I. are and do stand joyntly indebted, and do owe unto us the said Creditors divers sums of money, which as it seemeth they are very willing to satisfie unto us, and every of us, as they and either of them shall be able. Nevertheless, we the said Creditors, and every of us who have hereunto sealed and subscribed (finding and perceiving that they the said W. and W. are much damnified and impoverished by many losses and hindrances through Chapmen and otherwise, whereby they are disabled to yield unto us full and plenary satisfaction for our said debts, are contented and well-pleased, and of our free motions do severally and respectively agree and bind our selves, our heirs, &c. to the said W. and W. by these presents, to accept and take of them the said W. and W. their, &c. after the rate of, &c. in the pound, in full satisfaction of all such debts and sums of money, as they do joyntly owe unto us and every of us respectively, the same to be paid at four equal payments in four parts to be divided. The first payment thereof to be made, and to begin at, &c. (recite all the payments) so as the said W. and W. for the more

more ſure and better payment of the ſeveral ſums aforeſaid, in recompence and ſatisfaction of our and every of our ſaid ſeveral debts, after the rate of, &c. in the pound, as aforeſaid, their executors or adminiſtrators, do before the, &c. become joyntly bound with ſufficient Sureties unto us, and every of us reſpectively, by obligations in double the penalties in due form of Law to be made, ſealed and delivered unto us and every of us, or to our and every of our uſe and uſes, by the appointment of us and every of us, at ſuch place and places as we and every of us ſhall differently nominate or preſcribe. Provided always, that theſe preſents, nor any thing herein contained, ſhall be of any force or effect, to bind or charge us, or any of us, who have hereunto ſealed and ſubſcribed, unleſs and until all and every the reſidue of us the ſaid Creditors above named ſhall and do likewiſe ſeal and ſubſcribe theſe preſents, at or before the, &c. next enſuing. In witneſs, &c.

A Letter of Licence and Compoſition for payment at ſeveral times.

TO all, &c. we Creditors of, &c. ſend greeting. Whereas the ſaid J. M. at this preſent time doth ſtand indebted, and juſtly oweth unto us the ſaid Creditors divers and ſundry ſums of money, which by reaſon of many debts, and ſome of them very great, that are likewiſe juſtly owing him, and cannot be had and recovered without ſome reſpite of time, and ſome of them not without ſuit, he is very much diſabled to make preſent payment unto us the ſaid Creditors, of our whole and juſt debt, as he ſeemeth willing and deſirous. In conſideration whereof, he inſtantly deſireth and requireth, that we the ſaid Creditors and every of us, will be pleaſed to give and grant unto the ſaid, &c. ſuch liberty and reſpite of time, for the payment and ſatisfaction of our ſeveral debts, as he thinketh reaſonable, for the obtaining, getting and recovering of his ſaid debts, *viz.* that we and every of us would be contented to take and accept our ſaid whole debts, in three equal parts to be divided, and to be paid at three ſeveral payments in manner and form following, *viz.* the firſt payment thereof to be one equal third part of the ſaid whole debt, and to be made on the &c. the other two third parts thereof reſidue, to be divided into four equal parts, and to be paid at four ſix months then next following, *viz.* on the, &c. one equal part thereof, namely the other two, and one other fourth part thereof, reſidue

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on the, &c. in full payment and satisfaction of the said several debts; and for the more sure performance of the said several payments aforesaid, in such manner and form as is above limited and declared, according to the intent and true meaning of these presents, he the said L. M. shall and will at or before the, &c. become bound unto us, and every of us the said Creditors respectively, by one Obligation in due form of Law to be made, with condition including all and every the said payments in such sort as is above limitted, at some convenient place or places within the City of *London*, by every of us the said Creditors to be nominated and appointed, and the penalty of every Obligation to be double the whole sum included in the condition of the same to be delivered to us, and every of us, our, &c. at or before the, &c. next ensuing the date hereof. Know ye therefore, That we the said Creditors, whose names are here-under subscribed, and every of us for his own part, and for his own, &c. for the consideration above specified and expressed, do by these presents willingly consent, covenant, promise and agree to and with the said I. M. his, &c. by these presents, that we the said Creditors and every of us, our, &c. respectively, shall and will accept and take of the said I. M. his, &c. all and every the said several debts and sums of money by the said I. unto us and every of us owing and payable upon such Obligation and Obligations, assurance and assurances, as aforesaid, to be paid in such manner and sort, and at such days and times, as is above limitted and required: And further, That we the said Creditors, and every of us, our and every of our, &c. respectively, upon the delivery of the said Obligation unto us, and every of us, our and every of our, &c. shall and will at the charge of the said L. M. his, &c. seal, subscribe, and in due form of Law deliver unto the said I. M. one sufficient general acquittance to be rendred by him the said I. M. his, &c. and to bear date and limitation before the day of the date of the said new Obligation to be made for the same debt, and also for and upon every payment made according to the limitations aforesaid, and the intent and true meaning of these presents, at the like charge of him the said I. M. his, &c. shall and will seal and deliver unto the said I. M. one sufficient acquittance to be rendred by him the said I. M. his, &c. testifying every such payment, as aforesaid, for the better discharge of him the said I. M. his, &c. and every of them in that behalf. Provided, always, and upon condition nevertheless that these presents, nor any promise,

miſe, agreement, matter or thing herein contained, nor any act or thing acted by us, or any of us, or formerly done, knowledged or ſuffered touching the premiſſes, or to be done, knowledged or ſuffered, ſhall be of any force or effect, to bind or charge us, or any of us the ſaid Creditors, who have or ſhall hereunto agree, ſeal and ſubſcribe, unleſs all, and until all and every the reſt, and every of us the ſame Creditors above mentioned, do and ſhall likewiſe before the, &c. now next coming, ſubſcribe, ſeal and deliver theſe preſents, in due form of Law, according to the intent and true meaning hereof, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. In witneſs, &c.

A Letter of Licence.

TO all to whom, &c. We M. A. and R. B. Creditors of, &c. Citizen and Mercer of *London*, ſend greeting. Whereas the ſaid N. C. the day of the date hereof is indebted, and doth owe unto us the ſaid Creditors, divers ſums of money, which by reaſon of ſome loſſes unto him happened, and divers bad debts owing unto him, as he informeth us, he is not able preſently to ſatisfie and pay, as he willingly would, but requireth our favour and reſpite of time for payment thereof: Therefore know ye, That we the ſaid Creditors above named, and every of us, moved with compaſſion, and the deſire which the ſaid M. hath to and for the contentation of our ſaid debts, have given and granted, and by theſe preſents do give and grant unto the ſaid N. C. our ſure and whole licence, liberty and ſafe conduct as much as in us is, ſo alſo he the ſaid N. may ſafely come, go and reſort unto us, and every of us his ſaid Creditors, to compound and take order with us, and every of us, for our and every of our ſaid ſeveral debts, without any let, trouble, ſuit, arreſt, attachment, or other impediment to be offered or done to him the ſaid N. his wares, goods or merchandizes, or any of them, for and during the time and ſpace of one whole month, next enſuing the date of theſe preſents, and if it happen the ſaid M. N. in his perſon, goods, wares or merchandizes, or any of them, within the ſaid term of one month next coming after the date aforeſaid, by us or any of us the ſaid Creditors, or by any perſon or perſons by or through the commandment, will, procuring, partnerſhip, conſent or knowledge of us, or any of us, againſt the tenor, form and effect of this our preſent writing of ſafe conduct, in any ways to be arreſted, ſued, impleaded, vexed, hindered

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or attached, and thereof be not forthwith delivered or defended, and then he the said M. N. his heirs, executors and administrators, shall be by virtue of these presents for evermore clearly acquitted and discharged against him or them of us, by whom he the said N. shall, contrary to the form, effect and true meaning of this our present writing and safe conduct, be attempted, vexed, sued, attached, arrested or hindred, and thereof not forthwith released or defended, as aforesaid, of all manner of actions, suits, debts and demands whatsoever they be, from the beginning of the world, until the day of such arrests, suits, attachment or hindrance. In witness, &c.

Another Letter of Licence.

TO all, &c. We whose names, &c. whereas A. B. &c. in divers several sums of money to us severally is indebted, and hath not wherewithal to satisfie us at present, and we and every one of us, minding to grant unto him favour and respite, for the payment of the same: Know ye, That we the said Creditors, and every one of us, being moved with compassion, and fully resolved of the good will and desire which the said A. B. hath to see the said several debts, duties and sums of money satisfied and paid, Hath given and granted, and every one of us for his own proper debt and duty, part and portion severally, Have given and granted, and by these presents, &c. unto the said A. B. by whatsoever name, sirname or addition he be called or known, sure, full and free liberty, licence and safe conduct, as much as in us severally is, in such sort as the said A. B. with all his goods, chattels, debts, duties, and other things whatsoever, freely, peaceably and quietly, at his own free choice, election and pleasure, shall or may go, come, abide and sojourn, pass and repass at all and every time and times, from the day of the date hereof, during the term and space of three whole years now next coming, and fully to be compleat and ended. And we the said Creditors, all and every one of us severally, for himself, his, &c. do and doth severally covenant, promise and agree, That we the said Creditors, or any of us, or any other person or persons, for us, or any of us, or by our or any of our authority, assent, consent or procurement, the said A B. or any of his goods, chattels, or any other thing or things of his, shall not, or will not in any wise sue, arrest, implead, attach, imprison, condemn, trouble or molest, for or concerning satisfaction or payment, to be made unto us, or any of us,

of our said several debts and duties, or of any part or parcel thereof, or for any other matter or thing whatsoever, which we, or any of us can or may have, pretend, or demand, of, for or against the said A. B. or to find or provide for us any other Sureties or Security, for the satisfaction or payment of the said several debts and other things, or any of them, or any part or parcel thereof, other then all or every one of us now severally have or hath for the same, during the term aforesaid. And further, we, all and every of us Creditors aforesaid, are agreed and contented, and do covenant, &c. that if it happen at any time or times, he the said A. B. during the term aforesaid, in or by his body, goods or chattels, by us or any of us, or by our, &c. contrary to the true meaning of, &c. to be any ways, &c. sued, &c. the said A. B. his, &c. shall be for evermore by these presents clearly acquitted, &c. against him or them of us, by whom he or they shall contrary and against the tenor, form and effect of these presents, be sued, arrested, &c. of and from all manner of actions, suits, quarrels, challenges, debts, &c. In witness, &c.

A Declaration upon a Bond made in a third persons name in trust.

TO all, &c. I, &c. send greeting. Whereas C. and E. by their obligations, &c. recite the Bond. Now know ye, that I the said I. do hereby acknowledge and confess, that although the said Bond is made and taken in my name, yet nevertheless it is so taken only upon trust and confidence in me reposed by I. L. of, &c. and E. his wife, and to and for the uses, intents and purposes hereafter mentioned, that is to say, that he the said I. L. shall have, receive and take the use and benefit of the said 300 *l.* during the joynt natural lives of them the said J. L. and E. his wife, and that the said principal sum, with the interest thereof, after the decease of either of the said, &c. is to remain, and be to and for the use of the Survivor of them, and for no other end or purpose. In witness, &c.

A Declaration (by a Wife) concerning the diſpoſition of a ſum of money according to a power reſerved to her by her Husband, before Marriage, well penn'd.

TO all Chriſtian people, to whom this preſent writing duplicate indented ſhall come, I E. T. wife of R. T. of the Pariſh of, &c. in the County of S. ſend greeting. Whereas by an Indenture tripartite, made the 12 of *May* in the 16 year of, &c. between the ſaid R. T. by the name of R. T. Citizen and Salter of *London* of the firſt part, and me the ſaid E. by the name of E. M. widow of the ſecond part, and W. H. of the ſaid Pariſh of Saint O. in S. aforeſaid, Diſtiller, T. S. of the Inner-Temple, *London*, Gent. J. A. of L. Clerk, and N. M. of the Pariſh of, &c. aforeſaid, Clerk, of the third part; in conſideration of a Marriage then ſhortly after to take effect between him the ſaid R. T. and me the ſaid E. it appeareth, that at the time of the making of the ſaid Indenture, it was then indented, concluded and agreed betwixt him the ſaid R. T. and me the ſaid E. that I the ſaid E. or any other perſon or perſons, whom I ſhall think good, nominate or appoint (notwithſtanding the ſaid Marriage ſhall take effect) ſhould and might have the full and free diſpoſing of the ſum of one thouſand pounds of lawful money of *England*, and of the benefit and profit thereof, and of every part thereof, from time to time, and at all times enſuing the ſaid marriage, and to that end, intent and purpoſe, he the ſaid R. T. by the ſaid Indenture did for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid W. H. T. N. J. A. and N. M. and every of them, and the executors and adminiſtrators of them and every of them, that he the ſaid R. T. his executors, adminiſtrators or aſſigns, or ſome or one of them, ſhould well and truly ſatisfie, pay and deliver, or cauſe to be ſatisfied, paid and delivered unto the ſaid W. H. T. N. J. A. N. M. or to the Survivors or Survivor of them, or to the executors, adminiſtrators or aſſigns of ſuch Survivors or Survivor, the full ſum of a thouſand pounds of lawful money of *England*, upon or before the firſt day of *May*, which ſhall be in the year of our Lord God, 1636. if I the ſaid E. ſhall be living on the ſaid firſt day of *May*, or within two years next after the death or deceaſe of me the ſaid E. or within three months next after the death or deceaſe of the ſaid R. T. at ſuch of thoſe caſes which ſhall firſt and next happen, come or enſue

enſue after the date of the ſaid Indenture, to be imployed and diſpoſed of to ſuch perſon and perſons, and to and for ſuch uſe, uſes, intents and purpoſes, according as I the ſaid E. ſhould at any time or times then following, during my life, think good, order, appoint, give, limit, deviſe or diſpoſe of the ſame, or any part or parts thereof, or otherwiſe, according to the intent and true meaning of the ſaid Indenture. And it was hereby further covenanted, granted, concluded and agreed upon, by and between the ſaid parties to the ſaid Indenture, and the ſaid R. T. did thereby for himſelf, his heirs, executors and adminiſtrators, and for every of them, covenant, promiſe and grant, to and with the ſaid W. H. T. N. J. A. and N. M. and every of them, and the executors and adminiſtrators of them, and every of them, that the ſaid ſum of one thouſand pounds, and every part and parcel thereof, ſhould or might from time to time, be quietly had, taken, received and enjoyed, unto and by ſuch perſon and perſons, whom I the ſaid E. ſhould at any time or times during my life think good, limit, give, deviſe, order, appoint or diſpoſe of the ſame one thouſand pounds, or any part or parts thereof, either by my laſt Will and Teſtament in writing, or by any writing, purporting or intending to be my laſt Will and Teſtament, or by any other writing to be ſigned with my hand, or to which my mark ſhould be put, in the preſence of two or more credible perſons as witneſſes thereunto, as in and by the ſaid Indenture, among other covenants, at large appeareth, which marriage (by the grace of God) ſithence the making of the ſaid Indenture, was ſolemnized and conſummated, and no declaration as yet hath been by me made, concerning the diſpoſing of the ſaid one thouſand pounds, or any part thereof, when it ſhall be due and payable; Now this preſent writing witneſſeth and declareth, that I the ſaid E. T. hereby expreſs my will and mind concerning the ſaid one thouſand pounds, when it ſhall become due, or be paid as aforeſaid, to be as followeth, that is to ſay, If my ſaid husband R. T. be then living, and will become bound for himſelf, his heirs, executors and adminiſtrators, by three ſeveral obligations, of one thouſand marks apiece, unto them the ſaid W. H. T. N. J. A. and N. M. or the Survivors or Survivor, or any of them, or the executors and adminiſtrators of ſuch Survivors or Survivor reſpectively and ſeverally, conditioned for the payment unto them of three ſeveral equal parts of the ſaid one thouſand pounds,

at the three ſuch ſeveral and reſpective times or days, as my three children by my former husband ſhall attain to the ages next hereafter mentioned, that is to ſay, K. M. unto the age of twenty years, and T. and W. M. ſhall attain or come to their ſeveral ages of twenty and one years, that then the ſaid W. H. T. N. J. N. and N. M. and the Survivors and Survivor of them, and the executors and adminiſtrators of ſuch Survivor, ſhall upon ſuch obligations entered into, as aforeſaid, quietly ſuffer him the ſaid R. T. to detain in his hands the ſaid one thouſand pounds, and every part thereof, until ſuch ſeveral days and times, as the ſame ſhall be payable by the ſeveral conditions of the ſaid Obligations, ſo to be entred into by him, as aforeſaid, without paying or allowing any intereſt or conſideration for the ſame, and the ſaid one thouſand pounds, ſo payable by ſuch obligations and conditions, of them, and by me diſpenſed withal as aforeſaid, or otherwiſe ſooner payable by the ſaid recited Indenture, if my ſaid husband ſhall dye, *viz.* within three months after his death, (in which caſe of the death of my husband, I do give no manner of diſpenſation for the payment thereof,) I do hereby alſo concerning the ſame expreſs, aſſign and appoint (if I ſhall not otherways hereafter declare and appoint) that is to ſay, that the ſaid one thouſand pounds (and the whole proceed thereof, not diſpoſed of, as aforeſaid) ſhall be, come and redound, to and for the uſe and benefit of my ſaid three Children, for them ſeverally and reſpectively to have and receive immediately after and upon their ſeveral ages above mentioned, by ſuch ſeveral and equal third parts, as aforeſaid: Provided always, and it is my meaning, and I do hereby appoint, that if any my ſaid Children ſhall happen to dye before any of their ſeveral and reſpective ages above mentioned, that then ſuch third part of the ſaid thouſand pounds, as ſhould otherwiſe have been payable unto ſuch child, ſhall remain and be paid by equal portions unto the Survivors of them; and if one of them only ſurvive, and the other two both of them happen to dye before ſuch their ſeveral ages, then both the parts hereby allotted unto them, ſhall wholly accrue and come unto ſuch ſurviving Child only. And if all my ſaid Children ſhall dye before they come to their ſeveral ages, then my will and meaning is, that the ſaid one thouſand pounds, and the whole proceed thereof, ſhall come and be paid unto my loving husband before named, his executors, &c. if I ſhall not otherwiſe hereafter diſpoſe of the ſame, according to the power and authority to me reſerved,

ſerved, given and appointed by the ſaid recited Indenture. In witneſs, &c.

An Indenture reciting a Leaſe for a year, and a Grant of a reverſion upon a truſt, to ſeveral uſes; reſerving power to make Leaſes, and to revoke the truſt.

THis Indenture made, &c. between A.B. and C.D. of the one part, and E. F. and G. H. of the other part, witneſſeth, That whereas the ſaid A. B. and C.D. by their Indenture bearing date, &c. made between the ſaid A. B. and C. D. of the one part, and the ſaid E. F. and G. H. of the other part, did bargain and ſell unto the ſaid E.F. and G. H. their exceutors, adminiſtrators and aſſigns, all that, &c. to have and to hold all and ſingular the ſaid Manor, Meſſuages, Lands, &c. unto the ſaid E.F. and G.H. their executors, adminiſtrators and aſſigns, from the Feaſt of S. *Michael* the Arch-angel laſt paſt, before the date of the ſaid recited Indenture, unto the full end and term of one whole year from thence next enſuing, and fully to be compleat and ended, yielding and paying therefore unto the ſaid A. B. and C. D. their heirs and aſſigns, the rent or ſum of five ſhillings of lawful money of *England*, on the Feaſt day of the Nativity of S. *John* Baptiſt now next enſuing, as by the ſaid Indenture may more better appear; by virtue whereof, and of the Statute for transferring of uſes into poſſeſſion; the ſaid E. F. and G. H. were and yet are poſſeſſed of the ſaid Mannor, Lands, Tenements and Hereditaments, with all and ſingular the premiſſes, with their appurtenances. Now this Indenture further witneſſeth, that the ſaid A. B. for divers good cauſes and conſiderations him thereunto moving, and the ſaid C. D. by expreſs direction and appointment of the ſaid A.B. hereby teſtified, have granted, releaſed and confirmed, and by theſe preſents do grant, releaſe and confirm unto the ſaid E. F. and G. H. their heirs and aſſigns, all and ſinſingular the ſaid Mannors, Meſſuages, Lands, Tenements, Mills, Hereditaments and premiſſes, before in theſe preſents particularly mentioned, or which in and by the ſaid recited Indenture were bargained and ſold, or meant, mentioned or intended to be hereby bargained and ſold to them the ſaid E. F. and G. H. as aforeſaid, with all and every of the appurtenances, together with the ſaid rent of five ſhillings hereby reſerved, and the Reverſion and Reverſions, Remainder and Remainders of all and ſingular the

ſaid Manner, Meſſuages, Lands and premiſſes, and every of them, and every part and parcel thereof, and all their and either of their eſtates, right, title, intereſt, uſe, poſſeſſion, reverſions, remainders, claim and demand whatſoever, of, in and to the ſaid Mannor, Meſſuages, Mills and premiſſes, and every of them, and every part and parcel of them; To have and to hold all and ſingular the ſaid Mannor, &c. and every of them, with all their and every of their appurtenances, unto the ſaid E. F. and G. H. their heirs or aſſigns, to the ſeveral uſes, intents and purpoſes hereafter in theſe preſents mentioned, that is to ſay, to the uſe and behoof of the ſaid A. B. during his natural life, without impeachment of any waſte, and with liberty and power to commit any waſte, and after his deceaſe to the uſe and behoof of J. B. now wife of the ſaid A. B. and the ſaid E. F. G. H. and C. D. their heirs and aſſigns for ever, upon ſpecial truſt and confidence that they the ſaid J. B. E. F. and G. H. or the Survivor or Survivors of them and their heirs, ſhall and will make ſale of all the ſaid Lands and premiſſes to the beſt advantage, and to diſpoſe of all ſuch ſum and ſums of money which ſhall be raiſed hereby, in ſuch manner, and to ſuch purpoſes as the ſaid A. B. ſhall in his life time, by any writing to be by him ſubſcribed and ſealed in the preſence of two credible witneſſes or more, by his laſt Will and Teſtament in writing, declare or appoint. Provided always, and it is hereby agreed, by and between all the parties to theſe preſents, and by them declared to be their true intent and meaning, that it ſhall and may be lawful to and for the ſaid A. B. at any time or times during his natural life, to make any demiſe, leaſe or grant, demiſes, leaſes or grants by Indenture or Indentures, of all or any part of the ſaid Mannor, Meſſuages, &c. either in poſſeſſion or reverſion, or otherwiſe, to any perſons whatſoever, for any term or terms of years, or for the life or lives of any one or more perſon and perſons, or for any term or terms of years determinable upon the death of any one or more perſon or perſons, or for any other term or terms whatſoever, with or without any rent or otherwiſe howſoever, as by the ſaid A. B ſhall be thought fit and convenient, and that from and immediately after the making of ſuch demiſe, leaſe or grant, demiſes, leaſes or grants, the ſaid E. F. & G. H. and their heirs, during the life of the ſaid A. B. and after his death, they the ſaid J. A. E. F. G. H. and C. D. and the Survivor or Survivors of them, and their heirs, ſhall ſtand and be ſeized of ſuch

part,

parts or ſo much of the ſaid Mannor, Meſſuages, Lands, Tenements and premiſſes, as ſhall be at any time or times hereafter leaſed or demiſed, as aforeſaid, to the uſe of ſuch perſon or perſons reſpectively, to whom the ſame, or any ſuch demiſe, leaſe or grant ſhall be ſo made, of ſuch eſtate, term and intereſt, and in ſuch manner and form as the ſame ſhall ſo happen to be leaſed or demiſed, according to the true meaning of theſe preſents, and of every ſuch demiſe and leaſe, ſo that ſuch Leſſees or Grantees, during his or their ſeveral leaſe or leaſes, grant or grants, of intereſts, do pay, or cauſe to be paid the rents or ſums of money reſerved or appointed to be paid, and expreſſed in and by the Indenture of his or their ſaid leaſe or grant to ſuch perſon or perſons, to whom the ſame from time to time ſhall by the purport and true meaning of theſe preſents belong, or appertain, according to the purport and true meaning of the ſame leaſes, any thing before in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding: provided alſo, and it is further agreed by and between all the parties to theſe preſents, and by them declared to be their true intent and meaning, that if the ſaid T. G. ſhall at any time during his natural life be minded to alter, change or make void all or any the uſe or uſes, truſt or truſts hereby declared, or any of them, and ſhall to that purpoſe by any writing to be by him ſealed in the preſence of two or more credible witneſſes, declare and ſignifie ſuch his mind and intention, that then and from thenceforth, from and after ſuch ſignification and declaration ſo to be made, as aforeſaid, ſuch of the uſes and truſts hereby limited, of, for and concerning the ſaid lands and premiſſes, and the profits of them, or of or concerning ſuch part, and ſo much thereof, concerning which ſuch declaration ſhall be made, ſhall ceaſe, determine and become utterly void, fruſtrate and of none effect, and that then and from thenceforth the ſaid B. F. and G. H. and their heirs, ſhall ſtand and be ſeized thereof, or of ſuch part thereof, concerning which ſuch declarations ſhall be made, to and for ſuch uſes, or ſuch declarations ſhall limit, declare and appoint the ſame; and for default of ſuch declaration or limitation, then to the uſe, benefit and behoof of the ſaid T. G. his heirs and aſſigns, and to and for no other uſe, intent or purpoſe whatſoever, any thing before herein contained to the contrary thereof in any wiſe notwithſtanding.

Memorandum, That after the ſealing and delivery of the bargain and ſale within mentioned, by the ſaid A. B. and C. D. to the within named E. F. and G. H. and after that the ſaid E. F. and G. H. had accepted of the ſaid bargain and ſale, and had ſealed and delivered the Counterpart as their act and deed, then this preſent deed was ſealed and delivered by the within A. B. and C. D. in the preſence of, &c.

An Aſſignment and Letter of Attorney of ſeveral Bonds.

TO all Chriſtian people, to whom theſe preſents ſhall come, I T. G. of, &c. ſend greeting, whereas T. E. of, &c. L. H. of, &c. and Sir W. H. of, &c. in and by their obligations, bearing date the, &c. do ſtand joyntly and ſeverally bounden unto me the ſaid, &c. in the ſum of 800 *l.* with condition thereupon endorſed for the payment of 406 *l.* on the thirteenth day of *December*, then next enſuing the date of the ſaid Obligation, at or in the then dwelling houſe of W. C. in, &c. and whereas alſo T. B. Eſquire, Sir E. S. Knight, and Sir T. M. Knight, in and by their Obligation bearing date the, &c. do likewiſe ſtand bound unto me in the ſum of 600 *l.* with condition thereupon endorſed for payment of 310 *l.* on the nineteenth day of *November* then next enſuing the date of the ſaid Obligation, at or in the, &c. and whereas alſo, &c. as in and by the ſaid ſeveral recited Obligations more at large it doth and may appear. Now know ye, that I the ſaid T. G. for divers good and valuable conſiderations me hereunto eſpecially moving, have granted, aſſigned and ſet over, and, &c. to W. P. of the Middle-Temple *London*, Gent. all and ſingular the bonds and debts aforeſaid, and have made, aſſigned, conſtituted and ordained, and in and by theſe preſents, do make, aſſign, conſtitute and ordain the ſaid W. P. my true, lawful and irrevocable Attorney in my name, but to the only proper uſe and behoof of him the ſaid W. P. his executors and adminiſtrators, to ask, demand and receive of the ſaid ſeveral Obligors bound by the ſaid recited Obligations, the ſaid ſeveral ſums of money in the ſaid recited conditions mentioned reſpectively, giving, and by theſe preſents granting unto my ſaid Attorney full power and authority, if need ſhall be, to ſue, arreſt, attach, implead, condemn and impriſon the ſaid parties Obligors, and every of them, and their or every or any of their bodies, goods

goods and chattels in execution to take, and out of execution to deliver, either upon satisfaction, compoſition, or otherwiſe, at the will and pleaſure of my ſaid Attorney, acquittance or any other diſcharges in my name to ſeal and deliver; Attorney or Attorneys, one or more under him the ſaid W. P. his executors and adminiſtrators, to make, ſubſtitute and revoke, and generally to do, execute, proſecute and determine all and every other act and acts, thing and things whatſoever, which in or about the premiſſes, or any part thereof, ſhall be needful, neceſſary or convenient, as fully, wholly and effectually and in as large and ample manner and form, to all intents and purpoſes, as I the ſaid T. G. my executors and adminiſtrators, might or could do perſonally without any accompt thereof to be yielded to me, my executors or aſſigns; and whatſoever my ſaid Attorney ſhall do or cauſe to be done, in, about or concerning the premiſſes, I do by theſe preſents ratifie, confirm and allow the ſame, and alſo do for my ſelf, my executors and adminiſtrators covenant, &c. to and with the ſaid W. P. his executors and adminiſtrators, that the ſaid recited Obligations and every of them, now are and ſtand in full force and effect, and that neither I, my executors and adminiſtrators ſhall not any at time hereafter acquit, releaſe or diſcharge them, nor any of the moneys due upon the aforeſaid obligations, or any of the ſaid parties Obligors bound in and by the ſaid recited Obligations, or any of them, their or any of their executors or adminiſtrators, or any of them, of and from the ſame, or the ſums of money in them or any of them mentioned, or any part thereof, without it be by the conſent of the ſaid W. P. his executors or adminiſtrators in writing. And further, that I the ſaid T. G. my executors and adminiſtrators, ſhall and will ratifie, confirm and allow all ſuch lawful actions and ſuits, and other things whatſoever, as he the ſaid W. P. his executors, adminiſtrators or aſſigns, or any of them, ſhall at any time hereafter bring, ſue, commence, proſecute or proceed in or againſt the ſaid parties Obligors bound in or by the ſaid recited Obligations, or any of them; And laſtly, that I, my executors or adminiſtrators, ſhall upon every reaſonable requeſt of the ſaid W. P. his, &c. give to the ſaid W. P. his, &c. ſuch further Letter or Letters of Attorney, and power for the receiving and recovery of the debts aforeſaid, and every of them, as by the ſaid W. P. his executors or adminiſtrators ſhall be reaſonably demiſed and acquired.

A Condition upon the granting of a Toties quoties *for Replevin.*

WHereas the above named G. S. by virtue of his Office, as Steward of the manner of S. above named, hath granted forth a precept for the replevying and delivering of one bay Gelding of the goods and chattels of the above bound G. S. unto him the ſaid G. being now impounded by N. out of his leaſe of ground in, &c. and alſo to replevy the ſaid Gelding of the ſaid G. ſo often as he ſhall be impounded by the ſaid N. or any of them; Now therefore the condition, &c. that if the ſaid G. S. with effect do proſecute the ſaid action, and all other ſuch actions as ſhall be brought by him for the impounding of the ſaid Gelding, and return the ſame ſo oft as return by Law thereof ſhall be adjudged, and him the ſaid G. from time to time, and at all times hereafter, do and ſhall well and truly ſave, defend and keep harmleſs and indempnified againſt all men for and concerning the granting of the ſaid Replevin, that then, &c.

A Condition that a Lords Bailiff ſhall give a true account of his Bailiffſhip.

THe Condition, &c. That whereas the Right Honorable, &c. hath conſtituted and appointed the above bound J. S. to be a Bailiff in his Mannor of, &c. and Collector of his rents, revenues, perquiſits and profits there, during his Lordſhips pleaſure; if therefore the ſaid J. H. by himſelf, or his ſufficient deputy, do and ſhall from time to time, for and during his continuance and exerciſe of and in the ſaid place and office, demean himſelf therein, without voluntary concealment, fraud or deceit, towards his ſaid Lordſhip, and do and ſhall yearly, during ſuch his continuance and exerciſe at the audits to be kept for his ſaid Lordſhip, yield and make true and juſt accompts to the Auditor for the time being, of the ſaid Mannor and premiſſes, and alſo make current payment and ſatisfaction to his Receiver of the premiſſes for the time being, or other Officer or Officers in that behalf to be authorized and appointed, at or before every ſuch audit and audits, of and for all and every ſuch ſum and ſums of money, rents, revenues,

nues, fines, iſſues, goods, chattels, profits and perquiſits as then ſhall have come to the hands of the ſaid J. S. his deputy or deputies, or as he or they ought juſtly to be charged withall to his ſaid Lordſhip, for or in reſpect of the ſaid office or place, that then, &c.

A Condition to pay Childrens Portions and ſhares of their deceaſed Fathers eſtates.

THe Condition, That if the above bound R. Y. his, &c. pay and deliver, or cauſe to be paid and delivered unto the above named W. E. and M. natural children of the above named N. late of R. aforeſaid, their late father deceaſed, their ſeveral filial portions or childes parts of the goods and chattels of their ſaid late father deceaſed, according to the Inventory thereof, and alſo accompt and render unto them their juſt ſhares of all other their rights due unto them by virtue of the laſt Will and Teſtament of their ſaid father, when they come to the full age of twenty one years, or happen to be married; and alſo honeſtly, according to their degrees educate and bring up the ſaid children, during the time of their nonage, with meat, drink, apparel and learning; and if it happen any of the ſaid children to dye before they come to full age, or to be married, then if the ſaid R. Y. do content and pay the portion, and other rights of him, her or them ſo dying, to whom the Law ſhall appoint the ſame to be paid, or who by proximity of blood ought to have it, and alſo ſave and keep harmleſs the above named, &c. Commiſſary, and all other the Officers, that then, &c.

A Condition that the Heir ſhall make no claim.

THe Condition, &c. that whereas R. G. of, &c. father of the above bound R. is poſſeſt of one meſſuage or tenement, and certain cuſtomary Lands thereunto belonging, holden of the Right Honorable, &c. as of the Mannor of, &c. called or known by the name of, &c. now in the occupation of, &c. out of which meſſuage or tenements is iſſuing the yearly rent of, &c. and whereas the ſaid R. the ſon, for and in conſideration of a certain competent ſum of, &c. to him the ſaid R. by the ſaid J. well and truly contented and paid, whereof and wherewith the ſaid R. acknowledgeth him-

himself fully satisfied, hath granted and agreed that the said J. (by and with the consent of the said R. the father) shall have and enjoy to his own use for ever, the said messuage or tenement, lands and premisses, and all the estate, right, title and interest, which the said R. the son now hath, or at any time hereafter may, might, should or ought to have, of, in and to the same, from, by or under the right, title or interest of the said R. the father, or as heir unto him; if therefore the said R. the son, his, &c. nor any of them, do not at any time hereafter make or cause to be made any claim or demand, of, in or to the said messuage or tenement and premisses, or any part thereof, from and after the decease of his said father, but to permit and suffer the said J. G. his, &c. and every of them, to have, possess and enjoy, to his and their own use for ever the said, &c. and every part thereof, without any let or disturbance of or by him the said R. the son, his, &c. or of or by any other person or persons, or by his, their, or any of their acts, means, consents or procurements, clearly released, acquitted and discharged of and from all incumbrances whatsoever, by him, them or any of them had, made, committed or done, or to be had, made, committed or done in any wise, that then, &c.

A Condition to appear before the Justices of Peace, &c.

CONdition, &c. That if the above bound S. T. do personally appear in the custody of the Bailiff within written, or his deputy, before the Justices, &c. the *Monday* next after the Nativity of S. *John* Baptist, at the Town of, &c. to find there before the said Justices, good and sufficient Sureties for the peace, and to behave and bear himself well and peaceable against, &c. and in the mean time keep the peace of the Common-wealth, and from thenceforth save and keep harmless the within named, &c. for and concerning the premisses, that then, &c.

A Condition to ſuffer ones wife to make a Will, and to ſurrender a Copyhold to his and her uſe.

THe Condition, &c. That whereas there is a Marriage, &c. Now if the ſaid J. F. do and ſhall after the celebration of the ſaid Marriage, and during the coverture, permit and ſuffer the F. S. to make her laſt Will and Teſtament in writing, or otherwiſe, and by the ſame to give and diſpoſe of the goods and chattels, or ready money of him the ſaid J.F. to the value of, &c. or under, at her will and pleaſure, to ſuch perſon and perſons, and for ſuch intents and purpoſes as ſhe the ſaid S. ſhall by the ſame Will nominate and appoint; and alſo if the ſaid J.F. his, &c. (after the ſaid Will ſhall be ſo made and publiſhed under teſtimony of ſufficient witneſſes) do and ſhall well and faithfully execute and perform the ſame Will, or ſuffer the ſame to be duly executed and performed, according to the intent and true meaning of the ſaid S. F. and alſo if the ſaid J.F. do and ſhall at the next Court to be holden for the Mannor of, &c. ſurrender into the hands of the Lord of the ſaid Mannor, according to the cuſtom of the ſame, all that his Manſion-houſe, &c. to the uſe and behoof of the ſaid J. F. and S.F. for and during their natural lives, and the life of the longeſt liver of them, and after the deceaſe of the Survivor of them, then to the uſe and behoof of, &c. that then, &c.

A Letter of Attorney to receive money due upon ſeveral Bonds, allowing the Attorney his reaſonable charges, and out of that money which he ſhall receive, to ſatisfie himſelf of ſuch moneys as are due to him for him which makes this Letter.

TO all men to whom theſe preſents ſhall come, W.R. of *Tatterſel* in the C. of *Lincoln* Yeoman, ſendeth greeting. Know ye, That I the ſaid W. R. for divers good, ſufficient and reaſonable cauſes and conſiderations me hereunto moving, but eſpecially for and in reſpect of certain ſeveral ſums of money heretofore to me paid by C.H. of T. in the ſaid C. of *Lincoln*, Gentleman, have authorized, conſtituted, nominated, made and ordained, and by theſe preſents, do authorize, conſtitute, nominate, make, ordain, and in my place put in the ſaid C. H. my true, faithful, lawful, undoubted and irrevocable Attorney, from henceforth for me and in my name to ask, receive, gather and take all ſuch ſum and ſums of money, as are already due,

or

or hereafter ſhall or may become due unto me the ſaid W. from any perſon or perſons herein hereafter mentioned and expreſſed; as alſo all ſuch ſum and ſums of money as were due unto E. my now wife, in her widowhood, or hereafter may or ſhall be due unto her by any perſon or perſons whatſoever, and herein hereafter mentioned and expreſſed, by virtue of any bill, bond, or any other writing or ways whatſoever, that is to ſay, to ask, gather, receive and take of A. B. of C. in the C. of E. Yeoman, the ſum of Ten pounds of lawful Engliſh money, due unto me by virtue of one bond or writing obligatory, from the ſaid A. B. to me the ſaid W. R. dated the laſt day of *June* laſt paſt, before the date hereof, as in and by the condition of the ſaid obligation, reference being thereunto had, more plainly and at large it doth and may appear, and alſo forty ſhillings of lawful Engliſh money, from, &c. Then name every particular ſum, and ſet them down according to their ſeveral names, ſums and dates as they are, and inſert theſe covenants following, as in and by the ſeveral conditions of the ſaid bonds, whereunto relation being had, more plainly and at large it doth and may appear: for the recovery of all which ſaid ſeveral ſums of money, which ſhall ariſe or grow due unto me the ſaid W. R. by virtue of any or either of the ſaid bonds, yet in arrear, due and unpaid, I do by theſe preſents give full power and authority unto the ſaid C. H. for me, and in my name, and to my uſe as aforeſaid, to receive, and upon non-payment of them or any of them, to bring ſue and proſecute for me and in my name, all and all manner of actions whatſoever, as well real as perſonal, and the ſame to proſecute and follow by ſuit, arreſt, impriſonment, judgement, condemnation, execution or otherwiſe: And one Attorney or more for the doing of the premiſſes, to make, and the ſame at his will and pleaſure to revoke, and new in his or their place to be put, in as large and ample manner as I might do, if the ſame were by me in proper perſon done, commenced, ſued or taken, to the only benefit and behoof of me the ſaid W. R. allowing to the ſaid C. out of the ſaid ſum or ſums of money, ſo by him received, his reaſonable, lawful and neceſſary expences and charges laid out or diſburſed in hand or otherwiſe, in and about the recovery, getting and procuring of the ſaid ſums of money, or any of them, with allowance and payment of all ſuch reckonings, ſum and ſums of money as are due to him the ſaid C. by me the ſaid W. as ſhall or may appear upon any reckoning, bill, bond or otherwiſe, under my hand and ſeal, or by ſufficient witneſs. And I do by theſe preſents

ſents, covenant, promiſe and grant, to and with the ſaid C. his executors, &c. that I, my heirs and aſſigns, ſhall and will at all times hereafter, ratifie, confirm and allow whatſoever my ſaid Attorney ſhall do, or cauſe to be done in or about the premiſſes. In witneſs, &c.

A Copy of a Leaſe to try a Title.

THis Indenture made, &c. between, &c. witneſſeth, That the ſaid A. B. for divers good cauſes and conſiderations him thereunto eſpecially moving, hath demiſed, granted, and to farm-letten, and by theſe preſents, doth demiſe, grant, and to farm let unto the ſaid W. M. all that Meſſuage or Tenement with the appurtenances, ſituate and being in N. aforeſaid, and all Houſes, Edifices, &c. now or late in the tenure or occupation of C. D. or his aſſigns, To have and to hold the ſaid Meſſuage or Tenement, and premiſſes, with the appurtenances, before by theſe preſents mentioned, to be demiſed, &c. for three years or more, &c. yielding and paying, &c. being lawfully demanded: Provided always, and upon this condition, that if the ſaid A. B. his executors, adminiſtrators or aſſigns, or any of them, do well and truly pay, or tender, or cauſe to be tendered or paid to the ſaid W. M. his executors, adminiſtrators or aſſigns, at any time, during the continuance of this preſent demiſe, the ſum of 12 *d.* of lawful Engliſh money, that then and from thence forth this preſent Indenture, and every article and thing herein contained, ſhall be utterly void, and of none effect: And that then alſo, and from thenceforth it ſhall and may be lawful to and for the ſaid A. B. his executors, adminiſtrators and aſſigns, or any of them, into the ſaid Meſſuage or Tenement, and premiſſes, with the appurtenances, and in every part and parcel thereof, to re-enter, and the ſame to have again, repoſſeſs and enjoy, as in his and their former eſtate, any thing in theſe preſents contained to the contrary thereof containing in any wiſe notwithſtanding. In witneſs whereof, &c.

A Diſcharge made to the Sheriff (for a Priſoner) from him to whom the Priſoner is indebted.

KNow all men by theſe preſents, That I A. B. of C. in the C. of L. have remiſed, releaſed, acquitted and diſcharged, and by theſe preſents do for me, my heirs, executors, adminiſtrators and aſſigns, remiſe, releaſe, and fully and abſolutely acquit and diſcharge T. J. High Sheriff of the C. of L. afore-

aforesaid, and I. B. his Under-Sheriff, their heirs, executors, and administrators, of and from all and all manner of escapes, as well voluntary as negligent, and of and from all actions, cause and causes of actions, for or concerning the enlarging or setting at liberty of the body of I. S. taken at my suit by virtue of a *Capias ad satisfaciendum* to the said Sheriff directed of 8 *l.* debt, and 15 *s.* costs of suit, returnable in the Court of Common-Pleas, in *Hilary* Term last past, and I the said A. B. do hereby discharge the said Sheriff from all actions, reckoning, duties and demands whatsoever, concerning the executing of the said *Capias ad satisfaciendum*. In witness whereof, &c.

An Indenture of Partition, where two have taken a joynt Lease of Messuage and Lands, &c.

THis Indenture made the fifth day of *June*, in the year of our Lord God, according to the account used in *England*, One thousand, six hundred fifty and one, between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas the said A. B. and C. D. do hold joyntly for term of certain years, yet during and unexpired, all that Messuage, Tenement or Farm-house called, &c. situate in B. in the County of, &c. and all Houses, Edifices, Buildings, Barns, Stables, Orchards and Gardens thereunto belonging, with their appurtenances, and also all those several Closes of arable Land, called or known by the name of, &c. and containing by estimation, &c. and all that great meadow, situate, &c. containing, &c. and all those parcels or Cow-pasture, next adjoyning to, &c. called, &c. and containing, &c. And all that parcel of wood-ground called B. wood, with divers other parcels, with all and singular profits and commodities thereunto belonging or appertaining, by one Indenture or Demise bearing date the, &c. made between W. L. of, &c. Gent. of the one part, and the said A. B. and C. D. of the other part, yielding and paying therefore the yearly rent of, &c. at two usual days of payment in the year, that is to say, &c. by equal portions: And the said A. B. and C. D. do thereby covenant to pay the said rent of, &c. in manner, &c. and also for and during the said term to repair the said Messuage, and all other the premisses, as also the hedges, ditches and mounds belonging to the demised premisses, and at the end of the said term, do covenant to leave the same well and sufficiently repaired into the hand of the said W. L. his, &c. as in and by the said Indenture of Demise, relation being thereunto

thereunto had, it doth and may more fully and at large appear.

Now this Indenture witneſſeth, That the ſaid A. B. and C. D. have with their full and whole conſent, and by and with the advice and aſſiſtance of E. F. of, &c. and G. H. of, &c. by them reſpectively choſen for that purpoſe, made an equal diviſion and partition of the ſaid demiſed premiſſes, into two equal parts or moieties, to the end, intent and purpoſe that the ſaid A. B. and C. D. and their ſeveral and reſpective executors, &c. may have, hold, occupy, poſſeſs and enjoy the ſaid equal parts and moiety of the ſaid demiſed premiſſes, during the remainder of the ſaid term, in manner and form following, that is to ſay, that he the ſaid A. B. his executors, &c. ſhall and may during the remainder of the ſaid term, have, hold, and enjoy the moiety, partition or half-part of the ſaid Meſſuage or Tenement, Houſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands and Premiſſes, as the ſame are divided and ſet apart, as aforeſaid, that is to ſay, all thoſe ſeveral rooms ſituate at the weſt end of the ſaid demiſed Meſſuage, called by the name of the, &c. the, &c. the, &c. and all that great Barn ſituate at the, &c. and all that, &c. (ſo naming every parcel, as allotted) in full recompence of his due part and portion between them, of the ſaid demiſed premiſſes, and that the ſaid C. D. his executors, &c. ſhall during the remainder of the ſaid terms, have the other moiety, partition or half-part of the ſaid Meſſuage or Tenement, Houſes, &c. as the ſame are divided and ſet apart, as aforeſaid, that is to ſay, all thoſe ſeveral rooms ſituate at the eaſt-end of the ſaid Meſſuages, &c. (as above named the parcels) in full recompence of his due part and portion between them of the ſaid demiſed premiſſes: *To have and to hold*, to either of the ſaid parties, their executors, &c. ſeverally, as is above ſaid, from the day of the date hereof, unto the full end and term of, &c. And it is covenanted, granted and agreed by and between the ſaid Parties, that the ſaid yearly rent of, &c. to be due to the ſaid W. L: or his aſſigns, from time to time during the continuance of, &c. ſhall be equally paid between them the ſaid A. B. and C. D. their executors, adminiſtrators and aſſigns, as tenants of the ſaid demiſed meſſuage and other the premiſſes, from time to time, during the ſaid term, either of them for the ſaid part and portion allotted, as is aforeſaid And the ſaid A. B. for him, his, &c. doth covenant, promiſe and grant, to and with the ſaid C. D. his, &c. to ſave, defend and keep harmleſs and indempnified the ſaid C. D. his executors, &c. of and from all prejudices,

dice, loſs or damage which ſhall happen or come unto him the ſaid C. D. his, &c. for or by reaſon of any breach of any of the covenants and agreements ſpecified and comprized in the ſaid Indenture of Leaſe, or other things whatſoever which ſhall or may be had, made, done, committed, omitted or ſuffered by him the ſaid A. B. his, &c. for or in reſpect of his ſaid moiety, or half part of the demiſed premiſſes, or any part thereof. And the ſaid C. D. doth for him, his, &c. covenant, promiſe, grant and agree, to and with the ſaid A. B. his, &c. *ut ſupra*.

And for the true keeping, performance and obſervation of all and ſingular the ſaid partitions, covenants, conditions, payments, agreements and articles herein before expreſſed, either party bindeth himſelf, his heirs, executors and adminiſtrators, to the other by theſe preſents in the ſum of, &c. In witneſs, &c.

Judge Cook *his Articles, which the Chief Conſtables of every Hundred are to obſerve and anſwer unto at the beginning of every Aſſize*, viz.

I *Primis*, What Felonies have been done within their Hundred from the Aſſizes next before, againſt whom, and at what time, and wherefore, and what purſuit hath been made for the Felonies, and in whom default of purſuit of Felonies hath been?

2. *Item*, What vagrant and ſuſpected perſons have been apprehended within that time within their Hundred, and what hath been done with them, and by whoſe default any ſuch perſons have eſcaped from apprehenſion, and how the watches have been kept in every Townſhip, between the *Aſcenſion* and *Michaelmaſs*?

3. *Item*, What Recuſants are within their Hundreds, and come not to the Church according to the Law?

4. *Item*, What decay of Houſes, Husbandry, hath been ſince the beginning, &c. within their Hundreds, which had twenty acres of land, meadow and paſture to them, when decayed, and by whom?

5. *Item*, What grounds within your Hundreds that have been uſed to be tilled ordinarily, any twelve years ſince the beginning, &c. been turned from Tillage to Paſture, by whom, and when?

6. *Item*, How many Ale-houſes be in that Hundred, and in what places, and where they be? how many be licenced, and by whoſe licence, and how many without licence, and who

who they be, and whether punishment have been done to the offenders, according to the Statute?

7. *Item*, Whether such Ale-houses as are licenced, do observe the Articles prescribed to them?

8. *Item*, Who have made any ingrossing, fore-stalling or regrating within their Hundred, and whereof, and where put in ure?

9. *Item*, Who they be that make Mault to sell, of Corn not being of their own Tilth or Rent-corn, not being licenced thereunto, according to the Statute lately made?

10. *Item*, To observe and answer how Vagabonds are taken up and punished, and to see how the impotent poor are provided for, without being suffered to wander abroad for relief out of the Parish.

11. *Item*, You shall enquire of what value and sufficiency of estate and discretion, the Petty Constable is within every several Town within his County, that hereafter no man be admitted to be a Petty Constable, except he be a Subsidy man, and of good understanding.

12. *Item*, You shall enquire and present all Masters that shall retain their servants out of the general petty Sessions, or give greater wages than shall be set down by the Justices, and whether the petty Sessions be duly kept at the times accustomed, so as none may be retained but in petty Sessions, except it be in cases of necessity, and then the said retainer to be known unto the Chief Constable of the Hundred, and to be entred into their book.

13. *Item*, You shall give warning to every petty Constable, that every one in his or their several Parish or limit, do take heed that no Cottage be new builded, that every Constable when he shall see any stuff or stone, clay or timber provided by any inhabitants within his Parish, and minded to build a Cottage, shall speedily give notice thereof to the Justices of Peace for that limit, that the said Justices of the Peace may take present order for the suppressing thereof.

14. *Item*, If any Lord or Freeholder, out of his private devotion, or otherwise, shall build or erect any cottage, not laying thereunto four acres of lands, according to the Statute, then the Justices of the Peace shall take order, that the said Lord or Freeholder shall maintain the poor that shall inhabit in the said Cottage, and if the said Lord or Freeholder shall refuse so to be ordered, then the said Justices of the Peace shall take recognizance of such Lord or

Freeholder, for their appearance at the next Assizes, and general Goal-delivery; to answer for his refusal and contempt, as for the building of the said cottage.

15. *Item*, You shall make diligent inquiry, what unlawful games, drunkenness, whoredom, incontinency, evil, vile and other disorders, be committed by Masters of households in their several families, or by their children or servants for want of good government of the householders, and to present the same, for that upon the good ordering of private Families, the Commonwealth doth depend.

16. *Item*, You shall make diligent inquiry, what Servants before the time they were retained to serve, were turned out of service, and for what cause the servant is so turned away; for that thereby many become Rogues, and idle persons, and to present the same, to the end Masters may be punished for such offence, according to their demerit in that behalf.

17. *Item*, To enquire of all Purveyors and Poulterers which buy any victuals, and sell the same again at unreasonable rates.

18. *Item*, To enquire of all Dove-houses erected or maintained by any not being Lord of the Mannor, or Parson of the Town.

Points of Law by R. O. concerning Lord and Tenant, &c.

1. IF the Lord take away any part of the demised premisses, and exclude the Tenants by walls, &c. it is an extinguishment of his rent.

2. If a Landlord covenant with his Tenant to rebuild any room, and do not, whereby the Tenant receiveth loss, the Tenant may have an Action upon the Case, upon his Parol-covenant, wherein he may recover, what he can prove himself damnified.

3. If the Landlord hath manure lying in the ground of the Tenent, and except it not at the demise, the Tenant may dispose the same as he sees cause for his own conveniency; for being a place for a manure hill, the Tenents necessity will require use of it; and that the Tenant may better and safer dispose it, let him mix some of his own manure with it, and then he may either sell it, or lay it upon what ground he will.

4. The Landlord digs a Saw-pit, &c.

After the ground let, it is the Tenants, and he may have an Action against any that during that time, without his consent meddles with it.

5. The Landlord after the demise, lops, tops, cuts and sells Timber, Willows, Sallows, Thorns and other wood; during the lease the Landlord cannot without consent of the Tenant meddle with the woods not being excepted in the lease.

6. The Tenant may cut any Water-boughs, Thorns, Willows, Alders, &c. for necessary Hedge-boot, Fire-boot, but not to sell; and if he left Ashes, 'tis an Action of Waste in the Tenant.

7. If the Landlord lay Hay in any room of the Tenants, &c. and the Tenants Man or Maid, or himself, fodder his Cattel with it, what remedy hath the Landlord against the Tenant, and the Tenant against the Landlord?

An Action lieth against the Lord for laying his Hay there, but the property of the Hay there is still notwithstanding in the Landlord, and if the Tenant fodder his Cattel with it, the Lord hath his Action.

8. If a man let a Cow to hier, and after take her to the Market to sell, and do not, an Action of Trespass lieth against the Owner for driving of her to the Market.

9. If he to whom the Cow is letten sell the Cow, and render the money to the Owner, what danger to him that sold her?

The Cow is to be returned, and not her price; and if the Lord refuse the price, he may bring his Action, but shall recover but her worth.

10. If the Lord promise to put in repair any houses, &c. and do not, if any of them fall down for want of mending, what remedy hath the Landlord against his Tenant for not repairing the same?

An. If any of these things that the Lord was first to put in repair, and did not, decay, the Tenant is not bound to repair them; and if by permission they come to ruine, it is the Landlords fault, and the Tenant is free.

11. If the Landlord promise to fence in a piece of ground, where the Tenant is to sow Hemp and Corn, and do not, but so as the Tenants goods cannot be kept out, but destroy his Corn.

An Action upon the Case lying against the Lord upon the promise.

12. Cutting up timber-trees, fruit-trees, hedge-row-trees that shelter the houses, are waste; the Tenant hath interest in the rest, if not excepted.

13. A.B. hath his horse strayed from him, and finds him in the custody of C.D. and demands him of C.D. finding him in C.D. his draught, and C. D. will not deliver him with-

out 8 *d.* per week allowance, and by delays detains the horse till the year expired.

A. B. may recover his horse by Detinue, or Action upon the Action of Trover and Conversion, wherein he must prove the property of the horse to be his, and the other will be allowed sitting recompence for his food, but no longer than until he was owned, and amends tendred.

14. If a Tenant upon an arbitrement give a Release to the Landlord, whether will that Release free any other that the Landlord hath caused to wrong the Tenant?

Answ. For any thing that any other hath done joyntly with the Lord wherein the Tenant was indamaged, this Release may be pleaded in Law, but not in actions done by any other without the Lords joyning.

A Charter-party with extraordinary Covenants and Clauses therein contained.

THis Charter-party made and indented the Three and twentieth day of *August*, in the year of our Lord God, One thousand six hundred thirty and eight, according to the new stile, between H. C. of *Sligo* in the Kingdom of *Ireland*, Merchant, of the one part, and R. T. of *Newcastle* upon *Tine*, Master, under God, of the good Ship called the *William* of *Newcastle*, burthen Fourscore Tuns, or thereabouts, of the other part, witnesseth, That the said Master hath letten to freight the said Ship unto the said Merchant, and to the said Merchant hath hired her for a Voyage (by Gods grace) to be made in manner and form following; that is to say, the said Master, for him, his executors, administrators and assigns doth covenant, promise and grant unto and with the said Merchant, to take, receive and load in his said Ship, the *William*, all such goods and merchandizes, as the said Merchant shall please to put aboard her, and the said Ship can conveniently carry over and above her victual, tackle and appurtenances, and with the next good wind and weather which God shall send to depart hence, and sail directly for the Island of *Scotland*, called by the name of the *Lewes*, to a Port lying there called L. of *Holiard*, or to any other convenient Port or Harbour in the said *Lewes*, where other Shipping goeth to take in fish, and the said Merchant shall appoint, and there with all expedition to discharge all or any of the said goods, and relade fish to the full and sufficient loading of the said Ship, and being dispatched to depart thence,

thence, and ſail directly for the *Downs*, or any other place or places, Port or Ports where the Merchant or his aſſigns ſhall pleaſe to order him, there to diſcharge and deliver the ſaid fiſh, and other goods whatſoever, loaden by the ſaid Merchant or his aſſigns in the ſaid Ship, and ſo to finiſh and end the ſaid indented Voyage: And the ſaid Merchant, for him, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and grant, to and with the ſaid Maſter, not only to go with him in perſon for the ſaid *Lieus*, and there to load the Ship with fiſh, or any ſuch other goods as he ſhall pleaſe, and thence to ſail with them for the place or Port of their diſcharge; but alſo then and there before bulk-breaking to give ſufficient ſecurity unto the ſaid Maſter for the payment of his freight, and after ſafe delivery of the ſaid goods to pay for freight fifty pound ſterling *per* month, for ſo long time as the ſaid Ship hath been in ſervice of the ſaid Merchant, the days leſs than a month after the ſame rate, the months pay to begin on *Friday* next, the ſeven and twentieth day of this preſent month, and to end when the laſt goods are delivered out of the ſaid Ship, at the place of her right diſcharge, and the ſaid freight to be paid within —— days at the longeſt, with averige and primage, according to the cuſtom of the Sea: And moreover, the ſaid Merchant doth promiſe to provide the ſaid Maſter a ſufficient Pilot to bring the ſaid Ship in and out of the *Lieues*, and to pay all other Pilotage, Anchorage, and other duties which in any Port or Harbour during the ſaid Voyage ſhall or may be claimed in reſpect of the ſaid Ship and goods, and to provide the ſaid Ship of ſufficient Convoy, if he the ſaid Merchant or his aſſigns do require that the ſaid Ship ſhall make her diſcharge in any unfree place: Provided that the ſaid Maſter in his going for the ſaid Iſlands or *Lieues* is to put into *Tinmouth*-Haven, there to victual and provide himſelf, which time from his firſt coming in, until his coming out again to Sea, is not to be reckoned to the Merchants charge: And the ſaid Maſter doth promiſe and warrant his Ship to be ſtrong and ſtanch, and to man and victual her fitting to perform the ſaid Voyage, with all other neceſſary appurtenances. For the true performance of all which premiſſes, the ſaid parties do bind themſelves unto each other in the penalty of 500 *l.* ſterling, to be paid by the party defective unto the party obſervant.

And it is agreed by and between the ſaid parties, that the monthly freight above mentioned ſhall run and continue until

until the same freight be fully paid, and that the said Master shall not abide or tarry in *Yarmouth*-Haven longer than six days, if wind and weather serve. Provided that the half-deck and fore-castle is to be for the Masters use and stowage.

In witness whereof, the said parties unto two Charter-parties of this tenor, interchangeably have put their hands and seals. Dated in, &c. the day and year above-written.

A Deed to revoke several uses in settlement, according to a power therein reserved.

TO all Christian people, to whom this present writing shall come, Sir R. C. of *Stafford* in the County of *Lincoln* Baronet, sendeth greeting in our Lord God Everlasting. Whereas in and by one Indenture bearing date, &c. and made between Sir R. C. on the one part, and I. S. Gentleman, servant of the said Sir R. C. on the other part, There is (amongst other things) one proviso contained in these, or the like words, in effect hereafter following (that is to say) Provided likewise, that it is hereby further declared and agreed by and between the said parties to these presents, and the true intent and meaning of them, and of these presents is, that if the said Sir R. C. shall at any time hereafter during his natural life, be minded or purposed to alter, determine, revoke or make void all or any of the use or uses, estate or estates, trust or trusts herein before mentioned, declared, limited or appointed, and shall by any Deed or Writing to be by him the said Sir R. C. sealed and subscribed in the presence of two or more credible witnesses, declare and publish his mind, intent and meaning to be, to revoke, alter, or make void and frustrate the said several uses, estate and trusts, before in these presents mentioned, declared, limited or appointed, or any of them, of, for or concerning the said Castle, Mannors, Messuages, Lands and premisses, or any of them, or any part or parcel of them, or any of them; that then and from and after any such declaration or publication so to be made, as aforesaid, the same use and uses, estate and estates, trust and trusts, in and by these presents limited, expressed, declared or appointed, of, for and concerning the which any such declaration or publication shall be made, as aforesaid, shall cease and become utterly void, frustrate, and of none effect, to all intents, constructions and purposes whatsoever, and that then and at all times from thenceforth, the said I. S. and his heirs, and

and all and every other person and persons standing and being, or which at any time hereafter shall stand and be seized of the said Castle, Mannors, Lands and premisses, shall stand and be seized of the same, or of such part, or so much thereof, concerning the which any such declaration or publication shall be made, as aforesaid, to such uses, intents, trusts and purposes, as the said Sir R. C. in or by any such deed or writing, as is aforesaid, or by any other deed or writing to be by him the said R. C. sealed and subscribed in the presence of three or more credible witnesses, shall declare, limit or appoint; and for default of such declaration, limitation or appointment, to the use and behoof of the said Sir R. C. his heirs and assigns for ever, and to or for none other use, intent, meaning or purpose whatsoever, as in and by the said Indenture (amongst divers other provisoes and things therein contained) more plainly and at large it doth and may appear. Now know ye, that I the said Sir R. C. do by this my present deed or writing sealed and subscribed by me the said R. C. in the presence of (three) credible witnesses, declare and publish my mind, intent and meaning to be, to revoke, alter and make void and frustrate, and I do by these presents revoke, alter and make void and frustrate all and every the use and uses, estate and estates, trust and trusts in and by the said Indenture declared, limited or appointed, of, for and concerning all and every the Castle, Mannors, Messuages, Lands, Tenements, Advowsons, and all other Hereditaments mentioned, contained and specified in the said Indenture, with their and every of their appurtenances, and of, for and concerning every part thereof: And I do hereby further declare, limit and appoint, that the said Castle, Mannors, Messuages, Lands, Tenements, Advowsons, and all other Hereditaments with their appurtenances, shall remain and be, and that the said I. S. and his heirs, and all and every other person and persons standing and being, or which at any time hereafter shall stand and be seized of and in the same, shall stand and be seized thereof, to the use and behoof of me the said Sir R. C. my Heirs and Assigns for ever, and to and for no other use, intent, meaning or purpose whatsoever. In witness whereof, I the said R. C. have hereunto set my hand and seal the 18 day of *February*, in the year of our Lord God, according to the computation used in *England*, 1651.

An Indenture of Copartnership, between four Merchants.

THis Indenture Quadripartite, made the, &c. between R. B. Citizen and Goldsmith of *London*, of the first part, W. C. Citizen and Goldsmith of *London*, of the second part, T. B. Citizen and Goldsmith of *London*, of the third part, and T. L. of *London*, Merchant-Adventurer, late servant of the said R. B. on the fourth part, witnesseth, That the said R. B. W. C. T. B. and T. L. in consideration of the fidelity, trust, confidence and good opinion which every one of them always hath had, and yet hath and reposeth in every other of them, have joyned themselves to be Copartners together in the Trade of merchandizing, that is to say, in buying, selling, uttering, vending or retailing of all sorts and kinds of wares, and all other kinds of businesses to the Trade of a Merchant Incident, belonging or appertaining, and the said Copartnership to continue between them, from the first day of this instant month of *March*, for and during the term and space of three whole years from thence next ensuing and fully to be compleat and ended; And to that end and purpose, they the said R. B. W. C. T. L. and T. B. have before the day of the date of these presents delivered into stock (to be used and imployed in the said Trade of Merchandizing, as well within the Territories of *England*, as ellewhere in several places in the parts beyond the Seas,) in money, cloth, wares, debts, merchandizes, advenmres abroad, and here in *England*, adventures now already upon the Seas, and beyond the Seas, such several stock and stocks, and sum and sums of money as are specified and expressed in a Schedule indented to these presents annexed of the particular and proper stock severally put in, and severally belonging to each one of the said several parties for their several quantity and proportion, being in the said Schedule severally set down, mentioned and declared, as by the same more fully and plainly it doth and may appear: It is now covenanted, granted, concluded, condescended, and fully agreed by and between all the said parties to these presents, and each one the said several parties for himself respectively, and for his own particular part, and for his own several and particular Executors and Administrators, do and doth severally, and not joyntly covenant, grant, promise and agree to and with every and each other of the said parties, his and their several executors and administrators by these presents in manner and form following, that is to say, that every

every and each of the said parties for himself during and by all the said space of three years (if all the said parties shall so long live) shall continue and abide together as joynt occupiers and partners, and that every and each of the said parties shall from time to time, during and by all the said term (if they shall so long live) do their and every of their reasonable endeavours and diligence, by all the ways, labours and means that each of them can or possibly may, to the uttermost of their power, wit, cunning and knowledge, and for the most benefit, profit and advantage of every and each other, faithfully and truly imploy, buy, sell, and merchandize, with all such and so much of the said whole stock, as shall in all manner of wise come to be committed to each one of their several charge, dispositions and government, and the gains and encrease of every such part. And it is the true intent and meaning of all the said parties, to these presents, that the said W. C. shall manage the business and affairs for, &c. in the parts of *Spain* during the good liking of the said R. B. and there for the most part reside, and have his continuance and being; the said T. L. to manage the business and affairs for *Stoad, Germany*, and those parts, during the good liking of the said R. B. and there be for the most part to residue and have his continuance and being, and the said R. B. and B. T. to manage the business and affairs for *England*. And it is covenanted, granted and agreed by and between all and every the said parties to these presents, that all such gain, profit and encrease as God shall send, and as shall come, grow or arise by reason of their said Trade and joynt occupying, as is aforesaid, shall be from time to time during the said joynt occupying, equally and indifferently parted and divided in manner following, that is to say, to every one of the said parties, their Executors and Administrators, a just, equal and rateable part and proportion in and upon every 100*l.* rateable and proportionably, according as to the quantity of each ones several stock by them severally put in and appearing in the said Schedule, the same for his and their parts of the gains, profit and increase, shall arise and amount unto. And likewise that all such losses, hurt and detriment as shall happen by the said joynt occupying by evil debtors, adventures of the Seas, or otherwise, without fraud or coven, shall be paid and born in each ones several part and portion, according to the manner and form of the divident of the gains aforesaid. And it is covenanted, granted and agreed by and between

tween all and every of the said parties to these presents, and each one of the said parties for himself respectively, for his own several and particular part, and for his own several Executors and Administrators, do and doth severally, and not joyntly, covenant, promise, grant and agree to and with every and each other of the said parties, his and their several Executors and Administrators by these presents, That there shall be had and kept from time to time, during all the time of their joynt occupying and Copartnership together, as aforesaid, as well for the accompt and affairs on this side the Sea, and likewise for the several accompts and affairs severally beyond the Sea, perfect, just and true Books of accompts and reckonings of all the said whole trade and dealing, as much as in each one his several power, and as concerning that place or places, and the business and affairs thereunto appertaining, wherein or whereunto he shall be used or imployed, shall and may be and lie, which shall be had, used and occupied by reason of the said joynt occupying: And that the said R. B. and T. B. shall have the custody and keeping of the books of accompt for *England*, and all things concerning the trade of *England*, the said W. C. shall have the custody for the Books concerning the trade for *Spain*, and the said T. L. shall have the custody and keeping of the books concerning the trade of *Stoele* and *Germany*, in every of which the said books, shall be according to the possibility of each ones power, justly and truly entred and set down all manner of goods, wares and marchandizes whatsoever, either bought or sold by means or reason of the said Copartnership and joynt occupying, with all debts thereof or therefrom from time to time to be made, together also with all the gains, profit, commodity, winning or increasing that God shall send, and shall come of and by reason of the said joynt occupying, and also of such costs, losses, charges, and expences, as are or shall be expended, disbursed, said forth, had or suffered by any ways or means by reason of the said joynt occupying, which said book shall be used in common to and for the behoof of every and each of the said several parties, their and every of their several Executors and Administrators, to have free access and recourse unto, without let or interruption of each other, or the Executors, Administrators or assigns of each other. And also, that every and each one of the said parties shall from time to time, during all the time of their said joynt occupying

and

and Copartnership together, as is aforesaid, according to the possibility respectively in each one of them, shew and make privy each unto other, and to such of the Servants and Apprentices of each other, that shall attend upon the said trade, all the affairs and dealings of the said trade needful and necessary therein, thereabouts or thereunto belonging or to be manifest, or made known. And also, that every and each one of the said parties twice in every year yearly during the said term (or oftner if need require) at and upon the reasonable request of any of them to the other, shall to the best and uttermost of each ones power and knowledge, and as much as in him or them be or may be, make, yield, render and perfect unto every and each other, or to the executors or assigns of every and each other, at or in the City of *London* a just, true and perfect accompt and reckoning of all the said stock and stocks in the said Schedule mentioned, and also of all such other Goods, Wares, Merchandizes and ready money, as at any time hereafter during their said trade and joynt occupying, together shall come to any of their several hands, occupying, custody or governance, or to the hands of any other person or persons, to any of their several or joynt uses, or by any their joynt and several deliveries or appointments, or by the delivery or appointment of any the Factors or Servants of them, or any of them, by reason of the said joynt occupying: And also of all the gains, profits and encrease that God shall send of the same stock, goods, Wares, Merchandizes, and ready money or otherwise, by reason or occasion of the said joynt occupying, and also of all such debts and duties as shall be owing unto the said parties, or any of them, and by them to be owing to any person or persons by reason of the said joynt occupying; and that upon the perfecting and finishing of every such accompt, all the said parties, their Executors and Administrators shall subscribe their names to the same, witnessing each ones consent and agreement thereunto, for avoiding of doubts and questions which otherwise might happen or ensue.

And further, That it shall and may be lawful to and for every and each of the said several parties, and the Executors, Administrators, Servants, Factors and Assigns of them, and every or any of them, at all convenient and seasonable time and times, during all the time of their joynt occupying together, at the liberty and pleasure of any of the said parties, their or any of their Executors, Administrators,

tors, Servants, Factors or Assigns; to have access and recourse to the Books of Accompt and Reckoning, and to the Notes and Remembrances appertaining to the same any ways touching or concerning the said Trade of joynt occupying; and to search, peruse, and examine for the better discerning and trying out of all things, how and in what sort and condition the said Trade and joynt occupying doth and shall from time to time proceed and stand. And it is further covenanted, granted, concluded and agreed by and between the said parties to these presents, and every one of the said several parties before named for himself respectively, and for his several Executors and Administrators, do and doth severally and not joyntly, covenant, promise, grant and agree to and with the other of them, his and their Executors, Administrators and Assigns by these presents, that no bill, writing, contract or bargain shall be made, at any time, during the said joynt occupying together in the parts beyond the Seas, for any matter touching the said trade, otherwise than in the name of the said R. B. &c. if the same with reasonable conveniency may be done: And that there shall no private occupying or trade of buying and selling, be had, used or occupied by any the said several parties, or any of their Factors, Servants or Apprentices, or any of them, or by any other to or for their uses, benefits or behoofs, in any wise or condition whatsoever, at any time or times during the time of their said Copartnership, to the hurt and injury of the said General Trade, other than such as that the gain, commodity, advantage and profits thereof, shall equally be to the use of them the said R. B. W. C. T. I. and T. B. proportionably, according to the rate and proportion of their several stocks aforesaid, saving that it shall and may be lawful to and for the said R. B. at his liberty and pleasure, with his overplus of stock at any time or times, during the Copartnership, to use his Trade to and for the *East-Indies*, and also for imploying of his ships, and to send and dispose any other his money out by way of Loan or Use, and saving, that it shall or may be lawful to and for all the said parties, during the term of their said trade, to deal for other men, with whom they shall no ways have any partnership, and not hinder or be injurious to the said joynt trade, and to receive the Factorige thereof to their own proper use, any thing aforesaid to the contrary in any wise notwithstanding. And it is further covenanted, granted, concluded and

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agreed by and between the ſaid parties to theſe preſents, and each one of the ſaid ſeveral parties for himſelf reſpectively, and for his ſeveral Executors, Adminiſtrators and Aſſigns, do and doth interchangeably, ſeverally and reſpectively, and not joyntly, covenant, grant and agree to and with the other of them, his and their Executors, Adminiſtrators and Aſſigns, by theſe preſents, that they the ſaid R. B. W. C. T. L. and T. B. their and every of their Executors and Adminiſtrators, ſhall and will within the ſpace of two months next enſuing the end, determination or diſſolution of the ſaid term of Copartnerſhip, whether the ſame be by expiration of the ſaid term of three years, or by the death and deceaſe of any of the ſaid parties, which ſoever of the ſame ſhall firſt happen, at or upon the requeſt of every or any of them, unto the other, or the Executors or Adminiſtrators of any of them, make, yield, render and perfect every one each of them to the other, and the Executors and Adminiſtrators of every and each of them, unto the other, at the now dwelling-houſe of the ſaid R. B. ſituate, &c. a juſt, true, perfect and final accompt and reckoning in writing to the uttermoſt of every and each mans power and knowledge, of all and every the ſaid ſtock and ſtocks mentioned in the ſaid Schedule, and of all the gains and encreaſe, loſs and damage which God ſhall ſend, and which ſhall grow to or by the ſame, and of all goods, wares, merchandizes and commodities, before that time, had, bought, ſold or dealt in with the ſame ſtock or ſtocks and gains aforeſaid, and of all debts made and being due, ſum and ſums of money received or paid out by means or in reſpect of the ſaid Trade, and generally of all buying, bargaining, ſelling, trading and merchandizing, by the ſaid parties or any of them, with the ſaid ſtock or ſtocks, and gains and increaſe thereof aforeſaid, and that then upon the perfecting and finiſhing of the ſaid final accompt, ſo as aforeſaid to be made and done, all and every the ſaid ſtock and ſtocks in the ſaid Schedule mentioned then remaining, and the gains, winning and encreaſe which God ſhall ſend, and ſhall appear to become and growing thereof, or by reaſon of the ſaid Trade aforeſaid, whether the ſame ſhall conſiſt in money, wares, debts or otherwiſe, ſhall be indifferently parted, ſhared, paid and divided to and amongſt the ſaid parties, their Executors and Adminiſtrators, in kind proportionably and rateably, without fraud, deceit or diminiſhing, in that full meaſure, as each ones ſeveral

part

part shall fully and truly, as a true reckoning and computation thereof, arise and amount unto, in and upon every hundred pounds thereof, according to the quantity of each ones several stock and stocks in the said Schedule appearing and mentioned, and according to the plain true intent and meaning of these presents, and that such part and portion of the said stock and gains, as upon the perfecting of the said final accompt, shall appear to be and consist in the debts and duties, due and owing to the said parties, or any of them, shall also from time to time as the same, or any of them shall be recovered or gotten in, by the said parties, or any of them, be also parted, shared and divided to and amongst the said parties, according to the like rate, order, division and proportion as is before herein also expressed and set down, the debts, duties and other charges then to be owing or payable by the said parties, or any of them, for or in respect of the said joynt trade, being first and before all things, thereout paid, deducted and allowed, and likewise the losses, if any shall be, to be in like proportion born and sustained according to the rateable division of the gains aforesaid, and that then they the said parties and every of them, their Executors and Administrators, immediately upon the perfecting and finishing of the said final accompt, partition and division as aforesaid, shall and will do their, and every of their endeavours, by all the lawful ways and means that they, or any of them may or can, for the more speedy recovery and getting in of all and every the said several debts and duties, from time to time to be due, or owing to them, or any of them, as part of the gains and stock aforesaid. And that the charges of suing for, and getting in of the said debts and duties from time to time, shall be born and paid by all the said parties rateable according to the quantity of their several stocks and gains aforesaid. And that if it shall happen any the said parties to dye, or depart this life during the said Copartnership, that then in any such case no Right or Survivor or Survivorship shall hold or take place, or be by them, or any of them any wise challenged, claimed or demanded, but that they the said parties, and every of them, shall and may lawfully give, devise, dispose and distribute his and their parts and portions of the said stock and stocks, gains and increases to them severally and properly to belong and to be due, and belonging by the true intent and meaning of these presents, by their, or any of their last Wills and

Testaments,

Testaments, or by any other gift or devise, as fully and amply, as they, or any of them could or might do of their own proper money and goods, not pertinent to this account or joynt trade. And likewise the executors and administrators of every such person and persons so deceasing, may have and enjoy his and their full rateable part and portion of the stock and stocks aforesaid, and of the gains and increase thereof, according to the true intent and meaning of these presents, without any let, trouble, hindrance or interruption of any other of the said parties surviving or overliving, his or their executors, administrators or assigns, or any of them, any Usage, Law, Custom or other impediment to the contrary thereof notwithstanding. And that all the said parties and persons, before mentioned, their Executors and administrators, at all times, as well during the said term of Co-partnership, as afterwards, until the end of the whole business shall be fully finished and brought to perfection, by all the good ways and means that possibly can or may be, shall be aiding and assisting unto every and each other of them, their Executors and Administrators, for the obtaining, speedy getting, quiet holding and enjoying of every and each ones private and particular parts or portions to him or them to be due upon the partition or division aforesaid, according as to right and equity therein appertaineth and belongeth, and that without fraud or covin; And it is the intent, plain and true meaning of every and each one of the said parties to these presents, and each one of the said parties for himself respectively, for his own several and particular part, and for his own several and particular Executors and Administrators, do and doth interchangeably, severally, and not joyntly, covenant and grant to and with every and each one of them the said parties, his and their several Executors and Administrators, by these presents, That it shall not be lawful to or for any of the said parties at any time, during the said Co-partnership, to take out or diminish any part of the said stock, or any the gains and encrease thereof, other than such sum and sums of money as hereafter in and by these presents is licenced and allowed, and that no charge shall in any wise be put to the account of the Copartnership, but such as shall be for the trade of merchandizing in trade and occupying of the stock and stocks aforesaid, and the gains and increases that of them and concerning the same shall come, arise or increase, unless it be convenient house-room, and ware-house

rooms in the parts beyond the Seas, and for suing and getting in of debts and duties belonging to the joynt-trade, and other necessary charges belonging to merchandise, necessary and behoveful for their said joynt occupying, to be born to the general accompt of the said joynt-trade, the charges or ware house-room, diet, lodging, and such like, for the time any of the said parties shall be within the City of *London*, during the time of the said Copartnership; to be upon the particular and sole charge only of the said R. B. his Executors and Administrators. And it is covenanted, granted, concluded and agreed by and between all the said parties to these presents, and each one of the said parties for himself respectively, and for his own several and particular part, and for his own several Executors and Administrators, do and doth, &c. by these presents, That he the said W. C. by way of further recompence, his Executors or Administrators, shall every year yearly, for and during all the time of the said Copartnership, be yearly allowed out of the joynt-stock and general account, and thereby to be born, the yearly sum of 148 *l.* of lawful, &c. over and above all other his gains and allowance herein before mentioned, 160 *l.* yearly whereof it shall or may be lawful to and for the said W. C. to take out of the same to use, spend, bestow and convert at his own free will and pleasure, so far forth that the said W. C. do leave yearly the residue, being the sum of 84 *l.* to rest, remain and run to and in use to and with the said general stock, during the said Copartnership; The profit and loss of which yearly sum of 84 *l.* to be divident to and amongst the said parties in like manner, according to the division and proportion of their several stocks aforesaid, and the 84 *l.* yearly being the principal, together with so much of the said yearly rent of 160 *l.* not formerly taken out, at the end and determination of the Copartnership, to be to the said W. C. his Executors and Administrators fully satisfied and paid, or otherwise by him the said W. C. his Executors or Administrators out of his accompt to be deducted, and defaulked; and that he the said T. L. his Executors or Administrators, shall by way of further recompence every year yearly for and during, &c. *prout supra*, for W. C. any matter, cause, article or thing before in these presents contained or rehearsed to the contrary thereof in any wise notwithstanding. And finally, it is covenanted, granted and agreed by and between the said parties to these presents, that each one of the said several parties be-

before named, for himself respectively, and for his several Executors and Administrators, do and doth interchangeably, severally, and not jointly, covenant, promise, grant and agree to and with each other and every of them, his and their several Executors, Administrators and Assigns, by these presents, that if it shall fortune any variance, suit, difference, doubt, controversie, discord or contention to happen, grow or be moved by and between the said parties, or any of them, or the Executors or Administrators of them, or any of them, for, or upon, or by reason of the said Trade and joynt occupyings, or any matter or thing thereupon depending, upon, or by reason of any matter or thing in these presents expressed or set down; that then, and so often from time to time, as the same shall so happen, and before any suit arise, or trouble shall be attempted or sought by any of them, against the other; all and every the said variances, differences, strifes, doubts, controversies and contentions, shall from time to time, be referred and submitted to the hearing, order, award and determination of four honest persons, being of the Company of Merchant-Adventurers of *England*, for the time being, whereof one shall be chosen for the said R. B. his executors or administrators, one other, &c. for the other three, as Arbitrators in and for all and every the premisses, if they shall be content to undertake the variances, strifes and contentions, so to them to be referred within the space of one month next after such reference and submission to them made: And further, that they the said R. B. W. C. T. L. and T. B. and every of them, their and every of their executors and administrators respectively, for their and every of their own several and particular parts, shall and will from time to time stand to, abide, obey, perform, fulfil and keep all and every such end and ends, determination and judgement, as by the said four persons, so as aforesaid to be chosen, shall from time to time be had, made and given up in writing, for and in the behalf of the said parties, as touching any the variances or differences aforesaid, without any further coven or deceit. In witness, &c.

An acknowledgement of a trust in an Indenture of Bargain and Sale.

THis Indenture made, &c. whereas T. W. of, &c. by this Indenture of bargain and sale, bearing date,

&c. for the consideration therein mentioned, did grant, bargain and sell unto the said J. H. S. T. A. P. and R. L. their heirs and assigns for ever, all that Mannor, &c. (recite the bargain and sale to the end of the *Habend*) as in and by the said Indenture of bargain and sale, amongst divers other Covenants, Grants and Agreements therein contained, more at large it doth and may appear. Which said recited Indenture of bargain and sale was so made unto the said J. H. S. T. and A. P. of meer and special trust and confidence, to and for the only use, benefit and behoof of the said S. S. his Heirs and Assigns. Now this Indenture witnesseth, that the said J. H. &c. do hereby confess and acknowledge, that the said recited Indenture of bargain and sale, was, and is made to and in the names of them the said J. H. &c. of meer and special trust and confidence, to and for the use and behoof of the said S. S. his Heirs and Assigns for ever. And further the said J. H. &c. in accomplishment and performance of the trust and confidence aforesaid, do for them, and every of them, covenant and grant joyntly and severally to and with the said S. S. their Heirs, Executors, Administrators and Assigns, by these presents, that they the said J. H. &c. their Heirs and Assigns, shall and will from time to time hereafter, upon reasonable request therefore to be made, and at the costs and charges in the Law of the said S. S. his Heirs and Assigns, bargain, sell, convey and assure the said Mannors, and all and singular other the premisses by the said recited Indenture of bargain and sale granted and sold, or meant, mentioned or intended to be thereby bargained and sold, and every part and parcel thereof, with their and every of their appurtenances, unto the said S. S. his Heirs and Assigns for ever, in such sort, manner and form, as by the said S. S. his Heirs and Assigns, or his or their Council learned in the Law, shall be reasonably devised or advised and required, so always, that the same Conveyances or Assurances, or any of them, contain no further or other warranties than only against the said J. H. &c. and their Heirs: And further, that any time of the making and passing of such Conveyance or Assurance as aforesaid, the said Mannor, and all and singular other the premisses, shall be free, clear and discharged of and from all and all manner of former bargains, sales, gifts, grants and incumbrances whatsoever, then before had, made, committed or done by them the said J. H. &c. or any of them, or of or by any other person or persons whatsoever, lawfully

lawfully claiming by, from or under them or any of them. In witness, &c.

An acknowledgement of a trust by a Deed poll of a Lease.

TO all, &c. I T. M. of, &c. send greeting, &c. whereas C. B. of, &c. by one Indenture of Lease made between, &c. and, &c. hath demised, &c as in and by, &c. Now know ye, I the said T. M. do hereby confess and acknowledge, that the lease or demise of the premisses aforesaid, was and is made to and in the name of me the said T. M. in trust and confidence, and to the intent that I the said T. M. should upon the request of the said E. G. her Executors, Administrators or Assigns, assign and convey the said lease and premisses to her the said E. G. her Executors, Administrators or Assigns, or to such other person or persons as she or they in that behalf shall name or appoint: and therefore in accomplishment and performance of the trust and confidence aforesaid, I the said T. M. for me, mine Executors and Administrators, do covenant and grant, to and with the said E. G. her Executors, Administrators or Assigns, by these presents, that I the said T. M. my Executors, Administrators and Assigns, shall and will from time to time, upon the reasonable request, and at the costs and charges of the said E. G. her Executors, Administrators or Assigns, assign and set over the above-mentioned premisses, and every of them, and all the estate and interest of me the said T. M. my Executors and Administrators, in and to the same, clear and discharged of all incumbrances by us, or any of us to be done or committed unto the said E. G. her Executors or Administrators, or to such person or persons as she or they shall name or appoint. In witness, &c.

A Conveyance of Lands to the use of a mans heirs, with the profit during the heirs minority, limitted to the payment of the Donors debts, and performance of the Testament.

THIS Indenture made, &c. between the Right Honorable W. Viscount *Hereford*, &c. of the one part, and the Right Honorable A. Lord *Grey*, *& alii*, &c. on the other part, witnesseth, That the said Viscount, for and in consideration of the fatherly good-will, favour and affection which the said Viscount beareth towards R. and W. the two sons of the said Viscount, and for the advancement and preferment of the heirs males of the body of the said Viscount lawfully to

be begotten, and for other the conſiderations hereafter in theſe preſents mentioned and expreſſed, hath given, granted, enfeoffed and confirmed, and by theſe preſents doth give, grant, enfeoff and confirm unto the ſaid A. Lord *Grey*, &c. all thoſe his Mannors, &c. with all and ſingular Liberties, Courts, views of Frank-pledge, Fairs, Commodities, Franchiſes, Priviledges, Juriſdictions, Preheminences, emoluments and appurtenances whatſoever to or with the ſaid Mannors, Lands, Tenements or Hereditaments uſed or enjoyed, in or out of the ſame, or any of them, or any part or parcel thereof, iſſuing, renewing, happening, uſed or exerciſed, and all, &c.

To have and to hold, &c. to the ſaid A. L. G. &c. and their heirs for ever, to the uſe and behoof of the ſaid V. for term of his life, without impeachment of waſte, and after the deceaſe of the ſaid V. and during the time that the ſaid R. D. ſon, and now heir apparent of the ſaid V. or any other, being the heir of the ſaid V. ſhall be under the age of 21 years, and until ſome heir of the ſaid V. ſhall have accompliſhed the full age of 21 years, to the uſe of the ſaid A. L. G. and the Survivors and Survivor of them, and the executors, adminiſtrators of the Survivor of them upon truſt, and to the intent and purpoſe that the ſaid A. L. G. &c. and the Survivors and Survivor of them, and the executors and adminiſtrators of the Survivor of them, ſhall take, receive, levy, poſſeſs, uſe and enjoy the rents, iſſues, profits, revenues, commodities and emoluments of all and ſingular the ſaid Lordſhips, Mannors, lands, tenements and hereditaments, and other the premiſſes, with the appurtenances, and the ſame employ during ſuch minority or minorities, as is aforeſaid, for and towards the performance, payment and ſatisfaction of all the legacies and bequeſts of money, annuities for years, and debts of the ſaid V. to be mentioned in the Teſtament and laſt Will of the ſaid V. according to the tenor, purport and true meaning of the ſaid V. in his ſaid Teſtament and laſt Will to be declared, and to the uſe and intent that the ſaid Feoffees, and the Survivor and Survivors of them and their heirs, ſhall with the profits, revenues, commodities, iſſues and emoluments, coming, growing and ariſing of and in all and ſingular the ſaid Lordſhips, Mannors, Lands, Tenements and Hereditaments, beſtow, diſburſe and expend from time to time the competent and neceſſary charges in the Law, and otherwiſe for the defence and maintenance of the poſſeſſion and title of all and ſingular the premiſſes, and every or any part thereof, and for the reparation and defence

fence of the buildings, edifices, houſes and Sea-walls in and upon the premiſſes, or any part thereof from time to time neceſſary, meet and convenient to be diſburſed and expended, until ſuch time as the ſaid legacies, debts and bequeſts of the ſaid V. to be mentioned in his Teſtament, ſhall be performed, and until ſome heir of the ſaid V. ſhall have accompliſhed the full age of 21 years, and after ſatisfaction of the ſaid Legacies debts and annuities, and for the ſurpluſage that ſhall ſurmount the ſame debts, legacies and annuities, and other the charges aforeſaid ſatisfied, to the uſe and intent, that the ſaid A. L. G. &c. ſhall imploy and ſuffer the premiſſes and ſurpluſage thereof, to go, remain and come to the uſe, profit and benefit of the heirs of the ſaid V. And after the heirs of the ſaid V. ſhall accompliſh the full age of, &c. that then the ſaid A. L. G. &c. and their heirs, ſhall ſtand and be ſeized of and in all and ſingular the ſaid Mannors, &c. to the uſe of the ſaid R. D. and the heirs males of his body lawfully begotten, and for default of ſuch heirs males of the body of the ſaid R. D. lawfully begotton, to the uſe and behoof of the ſaid W. D. ſecond ſon of the ſaid V. and the heirs males of his body lawfully begotten, and for default of ſuch heirs males of the body of the ſaid W. D. lawfully begotten and to be begotten, to the uſe and behoof of the heirs males of the body of the ſaid V. lawfully begotten, and for default of ſuch heir, to the uſe of the heirs of the body of the ſaid V. and for default of ſuch iſſue, to the uſe of the right heir of the ſaid R. for ever.

Provided always, and it is the true meaning, uſe and intent of theſe preſents, That if the ſaid V. at any time hereafter during his life time, ſhall demiſe, grant or leaſe the ſaid Mannors, Lands, Tenements and Hereditaments aforeſaid, and other the premiſſes by theſe preſents granted or aſſured, or any part or parcel thereof, by his deed indented under his ſeal, and with ſubſcription of his name with his own proper hand, for term of any year or years, life or lives, that then, and immediately from and after every ſuch leaſe, demiſe or grant, or ſuch leaſes, demiſes or grants, ſo to be made by the ſaid V. the ſaid L. L. G. &c. and their heirs, ſhall ſtand and be ſeized of and in the ſaid Mannor, &c. ſo to be leaſed or granted, To the uſe and behoof of the ſame Leſſees or Grantees, and every of them, and of their ſeveral executors, adminiſtrators and aſſigns, during the terms and ſpace mentioned in the ſaid ſeveral leaſes, grants and demiſes, ſo to be made, according to the tenor, form and effect of the ſame leaſe, grant or

demiſes, leaſes, grants or demiſes, ſo that the yearly rent or rents mentioned or reſerved by the ſaid V. in ſuch leaſe, demiſe or grant, leaſes, demiſes or grants, be yearly paid to the ſaid V. during his natural life, and after his deceaſe to ſuch perſon or perſons, as by the proper and true meaning of theſe preſents, ought to have the Reverſion or Remainder, Reverſions or Remainders of the Lands, Tenements or Hereditaments ſo to be leaſed or granted, within the ſpace of twenty days next after reaſonable requeſt to be made for the payment thereof: And ſo that the ſame Leſſees or Grantees, their Executors, Adminiſtrators and Aſſigns, do well and truly perform the conditions to be comprized in the Indenture or Indentures of their ſaid ſeveral demiſes or grants, according to the effect and true meaning of the ſame Indenture or Indentures.

And that the ſaid A. L. G. &c. ſhall ſtand and be ſeized of the Reverſion and Remainder, the Reverſions and Remainders of the Mannors, Lands, Tenements and Hereditaments ſo to be ſealed or granted, and after the determination thereof, then alſo of the ſame Mannors, Lands, Tenements or Hereditaments, ſo to be leaſed or granted to ſuch uſes and intents as they the ſaid L. G. &c. ſhould have ſtood or been thereof ſeized, by the purport and true meaning of theſe preſents, if any ſuch leaſe or grant had been thereof made; and that of and for ſuch eſtate and eſtates, in ſuch order and degree, with the ſame remainders, and in ſuch manner and form, to all intents and purpoſes as they ſhould have ſtood or been thereof ſeized by the purport and true meaning of theſe preſents, if no ſuch leaſe or grant had been thereof had or made (here followeth a Letter of Attorney for livery of ſeizin to the Feoffees, &c.) and then a proviſo, That if the ſaid V. by his writing ſigned and ſealed in the preſence of three witneſſes, ſhall repeal, fruſtrate and determine, or declare to be determined, all or any the uſes aforeſaid, of or from the premiſſes, or any part thereof, that then and from thenceforth the ſaid uſes ſo to be determined or declared to be repealed, for all ſuch lands, and the uſes thereof, ſo to be declared, determined, ſhall be void and of none effect, and that then the Feoffees ſhall thereof ſtand ſeized to the uſe and behalf of the ſaid V. and his heirs. Then followeth a Covenant on the ſaid V. S. part, that if the eſtate of the premiſſes be not effectually conveyed him by force of from this grant to the ſaid Feoffee, to the uſes before ſpecified on this ſide the laſt day of &c. next coming, that then and from thenceforth the

ſaid

said V. and his heirs, and all others to be seized of the premisses, so not sufficiently conveyed, shall be thereof seized to the uses above specified, and to such uses, and with such remainder as the said Feoffees or the Survivor of them should have stood seized thereof, by the purport of these presents, in case the estate thereof had been perfectly assured unto them, or any of them, according to the true meaning of these presents: In witness whereof, as well the said V. as the Feoffees, have put, &c.

Memorandum of the Seizin executed with the Tenants of one of the said Mannors Attornment.

MEmorandum, That the sixteenth day of, &c. Livery of Seizin was delivered and given by W.W. one of the Attorneys mentioned in the Indenture hereunto annexed, of, in and upon the Farm of O. parcel of the Mannor of T. mentioned in the said Indenture, and also of, in and upon the Mannor-house and Demeasn-lands of T. by the assent of J. P. Lessee for years of the same (saving his term) and also of, in and upon the Coppice-woods called T. P. to R. B. one of the Feoffees, contained in the said Indenture, according to the tenour, purport and intent mentioned in the said Indenture, and for and in the name of the said Mannors of T. and all other the lands, tenements and hereditaments mentioned in the said Indenture, situate and being within the said C. and in the name and behalf of all the Feoffees mentioned in the said Indenture; And the Tenants of the said Mannor, whose names are immediately under-written, at the same execution, hearing the Indenture read, did attorn and fully assent to the same, according to the tenor, purport, intent and uses in the same Indenture mentioned.

An Indenture for the equal division of Goods, where there are four Administrators together, they bearing and allowing one with another equal parts of charges in Law, in getting in the same, and like parts of all recovered against them.

THis Indenture quadripartite, made between J. C. of, &c. on the first part, W. C. of, &c. of the second part, &c. Whereas the said J. C. and A. his wife, W.C. and A. his wife, H.H. and H. his wife, and N. C. and E. his wife, in the right of the same their wives, together with J.H. brother of their said wives, have had and taken upon them the Administration

nistration of the goods and chattels of C. W. widow, deceased, late the wife of J. W. late of L. Dyer, deceased; and whereas also so much of the goods, chattels and debts which were of the said C. as are already come to his hands, are divided into five several parts, whereof every of the said J. C. W. C. H. H. and N. C. in the right of their said wives, and also the said J. H. have severally had and taken their several parts of the same, and now are thereof severally possessed.

Now this Indenture witnesseth; that it is covenanted, granted and agreed between the said parties; and the said J. W. H. and N. for themselves and their said wives, and for their executors and administrators, and for the executors and administrators of every of them, do severally covenant, grant and agree every of them with the other by these Indentures, in manner and form following (*viz.*) That all the residue of the goods, chattels and debts which were of the said C. in possession or in right, which at any time or times hereafter shall come to the hands of any of the said parties, or of the executors or administrators of any of them, shall be divided and parted into five equal parts, as aforesaid, from time to time, as the same shall happen to come to the hand of any of them, whereof the said J. H. to have one part of the said five parts, and that then the other four parts thereof shall from time to time be equally divided betwixt the said J. W. H. and N. and their several executors and administrators, without benefit of Survivorship by any means to grow to such of the said parties or their wives as shall fortune to survive,

And it is further covenanted betwixt the said parties in form aforesaid severally, that if any Action or Suit be now depending, or hereafter shall be commenced against the said administrators of the said C. W. or any of them, for any thing wherewith they shall be chargeable in the Law, by reason of the said administration by them taken as aforesaid, That then in every such case, the said J. W. H. and N. their executors and administrators, and every of them severally for his own part, upon notice and request made and given by any one of them to the other, or by any of their executors or administrators, shall bear and pay one equal fourth part of all charges and expences to be laid out in the defence of any such Suit, and one like fourth part in execution, and to the satisfaction of any Judgement and Recovery which shall happen to be given or had against them, or any of them, in any such Suit or Action as aforesaid.

And

And that they the ſaid J. W. H. and N. and their ſaid Wives, their Executors or Adminiſtrators, and the Executors or Adminiſtrators of every of them ſeverally for their own part upon like reaſonable requeſt, ſhall and will do, knowledge and ſuffer in the Law towards the other of them all and every thing and things which from time to time ſhall be requiſite or needful to accompliſh and perform their accord, Covenant and Agreements made amongſt them by theſe preſents, according to the purport and true meaning of the ſame.

And moreover, that they the ſaid parties, their executors and adminiſtrators, and every of them, upon like requeſt, as aforeſaid, ſhall notifie, expreſs and truly declare from time to time to the other, all ſuch goods, chattels and debts whatſoever which were of the ſaid C. and which they ſhall know and underſtand to be in any place or cuſtody, and not parted, diſtributed, ſevered and divided, according to the tenor and effect of theſe preſents, to the intent every of them may have his or their equal parts thereof, according to the tenor of theſe preſents, without fraud or coven.

And that for recovery of any debts, goods and chattels, which were of the ſaid O. to be had and recovered to and for the uſe of the ſaid parties, their executors and adminiſtrators, and of the ſaid J. H. and in manner and form aforeſaid, They and every of them ſhall for their equall four parts, bear and ſuſtain one equal fourth part of all coſts and charges in and about all and every the ſaid Recovery and Recoveries, to be born and ſuſtained from time to time, as ſhall be needful and reaſonable.

And it is further covenanted, granted and agreed betwixt the ſaid parties, the ſaid parties and every of them do alſo for them, their executors and adminiſtrators ſeverally covenant and grant to and with the other by theſe preſents, that if it fortune the ſaid J. H. do dye inteſtate, by reaſon whereof any of the goods, chattels, money, plate or jewels of the ſaid J. ſhall grow or come by reaſon of Law, unto the ſaid parties, or their wives, or any of them, that then the Survivor or Survivors of the ſaid parties, or their ſaid wives, their executors or adminiſtrators, to whom any ſuch the goods, chattels, money, plate or jewels ſhall fortune to grow or come, ſhall divide the ſame into four equal and ſeveral parts, and ſhall retain to his or their uſe one part thereof, and the other three parts ſhall be ſeverally delivered unto the other three parties to theſe Indentures, to their ſeveral executors or adminiſtrators equally, within two months after

after they shall fortune to have or come by the possession of any such goods, chattels, plate, jewels, money, &c. In witness, &c.

A Defeazance upon a Statute excellently well penn'd, it being for the payment of Two thousand pounds at the end of six months, and of 200 l. per annum during life.

THis Indenture made the, &c. day of, &c. in the, &c. of our Lord God, &c. between B. P. of *London* Widow, of the one part, and W. P. of *London* aforesaid Esquire, son unto the said B. of the other part: Whereas the said W. P. hath lately sold and conveyed the Mannor of L. in the County of W. and divers lands thereunto belonging, unto Sir W. P. Knight, and the said B. P. hath joyned with him the said W. L. in the fine thereof levied, part of which said Mannor and lands of the value of 200 *l. per annum*, were heretofore settled and assured upon her the said B. for her life, for her Joynture, by W. P. Esquire, deceased, her late husband: and whereas the said W. P. is indebted to the said B. the sum of Two thousand pounds of lawful money of *England*, which hath remained in his hands for some years last past, and by agreements between them, the said W. P. hath hitherto paid the sum of 200 *l. per annum*, as interest or consideration for the forbearance of the said money, and is still to pay the like sum so long as the 2000 *l.* shall remain in his hand. And whereas also the said W. P. by one Recognizance or writing obligatory of the nature of a Statute of the Staple, bearing date the first day of this instant month of *April*, taken and acknowledged before Sir J. B Knight, Lord Chief Justice of the Court of Kings Bench at *Westminster*, according to the form of the Statute in that case made and provided for the recovery of debts, standeth bound unto the said B. P. in Five thousand pounds of lawful money of *England*, payable, as by the said recited Recognizance or writing Obligatory more plainly may appear; Now this Indenture witnesseth, that the said B. P. is contented and pleased, and doth for her self, her executors and administrators, covenant, promise and grant, and agree to and with the said W. P. his heirs, executors, administrators and assigns, and to and with every of them by these presents, That if the said W. P. his heirs, executors, administrators or assigns, or any of them, do pay, or cause to be paid to the said B. P. or her assigns, the sum of 200 *l.* of lawful money of *England* yearly, for and during the natural

natural life of her the said B at two usual Feasts or terms in the year, that is to say, the Feasts of *St Michael* the Archangel, and the *Annunciation* of the blessed Virgin *Mary*, by even and equal portions, or within one and twenty days next after either of the said Feasts, the first payment thereof to begin at the Feast of, &c. now next ensuing, or within 21 days next after the said Feast. And likewise if the said W. P. his heirs, executors or administrators, or any of them, do and shall well and truly pay, or cause to be paid to the said B. P. her executors, administrators or assigns, the sum of Two thousand pounds of lawful money of *England*, within six months next after notice or warning given to that purpose to the said W. P. his heirs, executors or administrators by any writing to be subscribed and sealed by the said B. P. her executors or administrators in the presence of two credible witnesses, or more, and shall in the mean time, until the payment of the said 100 *l.* pay or cause to be paid unto the said B. her executors, administrators or assigns, after the rate of 100 *l. per annum*, according to the agreement aforesaid, the same to be paid by 50 *l.* every half year, and the first payment thereof to be made on the Feast day of, &c. or within one and twenty days next after the said Feast now next ensuing the date thereof: that then the said recited Recognizance or writing obligatory shall be void and of none effect, or else the said W. P. for him, his heirs, executors and administrators, covenanteth, willeth and graunteth by these presents, that the said Recognizance or writing obligatory shall stand and remain in full force and virtue.

A Release made to a Sheriff for discharging of a Prisoner.

KNow all men by these presents, that I G. R. of S. in the C. of D. Victualler, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto Sir W. S. Knight, now Sheriff of the County of D. all and all manner of Actions, Suits, troubles and incumbrances whatsoever, which I may, might or ought to have against him, for or concerning the discharging or setting at liberty of F. N. of S. in the said County Widow, being arrested and imprisoned upon a *Capias ad satisfaciendum* out of the Court of Common pleas at *Westminster* for 50 *l.* debt, and 50 *s.* and 4 *d.* costs in my suit returnable *a die Pasche in unum mensem* last past. In witness whereof, I have hereunto set my hand and seal the 21 day of *May*, *Anno Dom.* 1627.

At

An Assignment of a Statute, by an executor, to two of the Creditors of the Testator, in lieu and satisfaction of their Debts of the same value, singularly well drawn.

THis Indenture made, &c. between J. C. of the Inner-Temple *London*, Esquire, Son and Administrator of the Goods and Chattels of W. G. late Citizen and Scrivener of *London* deceased, of the one part, and M. W. of *London* widow, and H. I. of *London* Gentleman, of the other part. Whereas the said W. C. at the time of his death, stood indebted unto the said M. W. in the sum of 100 *l.* principal debt, and to the said H. I. in the sum of 100 *l.* principal debt, besides interest of the said debts; And whereas Sir T. P. of N. in the C. of D. Knight, in and by one Recognizance of Statute, in the nature of a Statute-staple, bearing date the 20 day of *July*, in the ninth year of the Reign of the late King *Charles*, and made according to the Statute and proceed for recovery of debts, taken and knowledged before Sir R. H. Knight, then Lord Chief Justice of His Majesties Court of Common-Pleas at *Westminster*, is and standeth bound unto the said W. C. in the sum of six hundred pounds of lawful money of *England*, payable at the Feast of S. *James* the Apostle, then next ensuing, as by the said Statute more at large appeareth. Now this Indenture witnesseth, that the said J. C. for and towards the payment and satisfaction of the said debts, due unto the said M. W. and H. I. hath given, granted, assigned and set over unto the said M. W. and H. I. their executors, administrators and assigns, the said Recognizance or Statute, and all his right and interest therein, and all actions, extents and executions to be had or prosecuted upon the same, in as large and ample manner and form as he the said J. C. hath, or at any time hereafter may or might have, by force of the said Statute. And further the said J. C. doth by these presents constitute, authorize and make the said M. W. and H. I. his true and irrevocable lawful Attorney and Attorneys, joyntly and severally to sue and prosecute all manner of actions, suits, demands and executions, in and upon the said Statute or Recognizance in the name of the said J. C. his executors or administrators, and to receive or recover the said sum of 600 *l.* in the said Statute mentioned, and all other sum and sums of money, benefit and advantage, which shall or may lawfully be had or gotten upon the said Statute or Recognizance, authorizing them, and every of them by

these

these presents to retain all such Counsellors and Attorneys, for the executing of the said suits, extents and executions, as shall be required for the following and furthering of the same, and to do and execute all and every other lawful act and acts whatsoever, which shall be meet and expedient in and about the premisses; and the said J. C. doth for himself, his executors and administrators, covenant, promise and grant, to and with the said M. W. and J. H. that he the said J. C. his executors and administrators, shall and will permit, suffer, allow, justifie and maintain, all such lawful actions, suits, extents and executions, as the said M. W. and H. I. or any of them, their executors or assigns, shall and will sue or prosecute, for the levying, taking and receiving of the said sum of 600 *l.* contained in the said Statute, in the name of the said J. C. his executors or administrators, and that all sum and sums of money, recoveries and executions to be had and obtained upon the same by any Suit, Action or Execution, or otherwise, shall be to the only use of the said M. W. and H. I. to be divided betwixt them proportionably according to their several debts, in as large and ample manner and form as the said J. C. might have had the same, and that the said J. C. hath not, nor he, his executors or administrators, shall not at any time hereafter release or discharge the said debt contained in the said Statute, nor any action, extent or execution to be had upon the same, nor do any act or acts in prejudice of the same: And further, that he the said J. C. his executors and administrators, shall at any time during the space of two years next after such time as the said Statute shall be executed by way of extent, make or cause to be made to the said M. W. and H. I. their executors, administrators and assigns, to the only use and behoof of them the said M. W. and H. I. as aforesaid, upon reasonable request, and at the costs and charges in the Law of them the said M. W. and H. I. their executors, administrators or assigns, all such reasonable assurance and conveyance of the Land which shall be extended and put in execution upon the said Statute, as shall be reasonably devised by the said M. W. and H. I. or either of them, their executors, administrators or assigns, or their, or any of their Council learned in the Law, discharged of all incumbrances done by the said J. C. his executors or administrators. In witness, &c.

PRE-

PRESIDENTS FOR Bills, Answers, Replications, Demurrers, Rejoynders, &c. in Chancery.

A Bill to be relieved against Bonds, being but a Surety, and for obtaining an Injunction.

To the Right Honorable the Lords Commissioners of the Great Seal of England.

IN all Humblenes Complaining, sheweth unto your good Lordships, your daily Orator, J. S. &c. That whereas about a year now last past, your said Orator having but lately before attained to his full age of 21 years, and being in possibility of good means from his Father, was inveigled and drawn in by one I. H. of L. Goldsmith, and one G. B. whom the said H. used for his Instrument therein, and did at their solicitations and perswasions, and upon their promises to supply your Orator with money for his then present occasions, enter into, and became bound, together with the said B. and one I. I. then a Stranger to your Orator, unto the said I. H. in and by two several Bonds of Obligations, the one of them bearing date in or about, &c. being of the penalty of 200 *l.* with condition for the payment of 100 *l.* or thereabouts, at six months then following, or some other time in the said condition mentioned, now long since past, and the other of the said Bonds bearing date, &c. at the time of entring into which said Bonds, your Orator was confidently told and promised, as well by the said G. B. as by the said I. H. that he your said Orator should have for his own use, all, or the greatest part of the money mentioned in the several conditions thereof, and that he should not be compelled to repay unto the said I. H. any more money, but only so much as he should receive upon the security of the said Bonds, and the interest thereof, after the rate allowable by the Statute, and that he should not be troubled with any payment, until he well were enabled by his Fathers means to discharge it,

it, which moved your Orator the more willingly to enter into the said Bonds, he presuming that he should have had his want of ready money supplied thereby; but after your Orator had entred into, sealed and delivered the said Bonds, he could not get, nor did receive of, or from the said I. H. the Obligee, or any other, any money at all, or other thing whatsoever, nor was there any money at all, or other thing of any value disbursed, paid or delivered by the said I. H. upon, for or in respect of the said Bonds so entred into, or either of them, but if any money or commodities were disbursed or delivered for or upon the said Bonds, then was it of small value, and that received only by the said G. B. who either converted the same unto and for his own private use, or else paid it back and restored it to the said I. H. of whatsoever it were, howsoever disposed of, yet had not your Orator ever any peny, or part thereof, and thereof your Orator presumed he should not have been any way troubled, sued or molested, upon or by reason of the said Bonds, or either of them, he having not received the money, or any part thereof, for which the same were intended, nor any consideration at all, for, or in respect of such his entering into the said Bonds, but was greatly disappointed for want thereof, to his no small hindrance, as was and is well known both to the said I. H. and G. B. whom after the entring into the said Bonds, your Orator often solicited for the money thereupon promised unto him, and they as often delayed him with promises thereof, but to this day your Orator never had, nor could get from them, or either of them, any money, commodities, or other considerations whatsoever, and so was meerly abused by them therein. Yet now so it is, may it please your good Lordships, that the said I. H. and G. B. intending to make a prey of your Orator, and having to that end drawn him into the Bonds aforesaid, and being combined and confederated to lay upon him the whole burthen and penalty thereof, have the better to effect the same so plotted, as that the said G. B. who was and is privy to the whole passage of the business before mentioned, and whom the said H. used as his Instrument to draw your Orator into the said Bonds, hath lately, since the money mentioned in the Conditions thereof, become thereby due, absented himself with the privity, and by the procurement of the said I. H. and liveth now in remote and obscure places unknown to your Orator, but well known, to the said I. H. who while the said B.

was here present, never demanded of your Orator any money at all, nor any way questioned him upon the said Bonds, or either of them; but now the said G. B. (who could detect his dealing in the premisses) being absent, and kept out of the way, he the said I. H. upon advantage therein, and in pursuance of their plot aforesaid, doth now pretend and give out in speeches, that the said Bonds were real Securities, and entred into for just debts, and that your Orator, and the said B. B. and I. I. or some one of them, had of him the said H. Money or Commodities of the value of Money mentioned in the Conditions of the said Bonds, which money he pretendeth to be still unsatisfied, and the said Bonds thereby forfeited; and thereupon he the said I. H. hath of late arrested your Orator, and commenceth, or threatens to commence and prosecute several suits against him at the Common Law upon the said several Bonds, and sparing the said G. B. (whom he hath purposely absented), bendeth all his force against your Orator; and albeit he the said I. I. hath received satisfaction of and from the said B. B. and I. I. and of and from some others in their use, or in their behalf, of and for all the money and commodities, if any other were lent and delivered by him upon the said Bond, and knoweth well, that your Orator had never any part of such Money or Commodity, nor any consideration at all, for or in respect of his entring into the said Bonds, but was meerly drawn thereunto upon the promises aforesaid, which were never performed unto him; yet he the said I. H. continueth still his suit, and threatnings of suit against your Orator, at the Common Law upon the said Bonds, with intent to recover of him the whole penalties thereof: and the said B. B. giveth way and furtherance thereunto, and will take no course to free and discharge your Orator thereof, nor will the said I. H. seek for satisfaction as he ought (if any be due unto him at the hand of the said B. B.) nor discover where the said B. B. is, but both of them by a joynt confederacy between them, intend to lay upon your Orator the whole burthen and penalties of both the said Bonds, and then to share and divide the same between them, contrary to all rights and rules of Equity, and to your said Orators apparent wrong and insupportable hindrance, unless he may find redress for the same before your Lordships in the justice and equity of this honorable Court. In tender consideration whereof, and of all the aforesaid premisses, and for that your Orator is void of all remedy by the course of the Common Laws of this Land,

Land, to relieve himself in the said premisses, and cannot there plead the matter of Equity before alledged, nor any other sufficient Plea in Bar, or be discharged of the said Bonds, and of the Suits there commenced and threatned against him thereupon, nor can thereby compel the said B. B. to take any course for your Orators discharge of the said Bonds, and there enforce him and the said I. H. to perform and make good unto your Orator their promises aforesaid, for that your Orator hath no such precise proof of the said premisses by witnesses now living and extant, as the Common Law in such cases requireth; but your said Orator is for all those matters before your Lordships in course of Equity properly to be relieved, where he hopeth the said I. H. and B. B. will upon their Oaths, if they may be thereunto called, confess their said promisses, and the premisses to be true in such sort, as aforesaid; or if they shall deny the same, that yet your Orator shall be able to make such proof thereof by circumstances as may in Equity move your Lordships to relieve him therein: Therefore and to the end the said I. H. and B. B. may upon their Oaths declare, and set down what, and how much money or commodities, and what sorts, and value the said I. H. disbursed, lent or delivered upon the security of the Bonds aforesaid, and when and to whom, and whether he had the same, or any part, and what part thereof back again, and what other satisfaction he the said I. H. hath received for or towards the said Bonds, or the money mentioned in the Condition thereof, and for whom, and to the end that the said I. H. and G. B. may be ordered to discharge your Orator of and from the said Bonds, and that all suits at the Common Law thereupon against your Orator may be stayed, that the matters concerning the same may be here determined in and by this Honorable Court, according to Equity: May it please your good Lordships, the premisses considered, as well to grant unto your said Orator Process of Injunction to be directed to the said I. H. commanding and enjoyning him, his Counsellors, Attorney, or Agents and Solicitors, thereby to surcease and stay all suits and further proceedings at the Common Law, against your Orator upon the Bonds aforesaid, or either of them, until the matters of Equity concerning the same be heard and determined in and by this Honorable Court; As also to grant unto your Orator Process of *Subpœna*, &c.

A Bill of Revivor.

HUmbly complaining, &c. R. W. of, &c. brother and heir of W. W. late of W. &c. That whereas the ſaid W. W. in his life time, *viz.* in *Eaſter* Term, in the fourth year, &c. exhibited his Bill of Complaint in this High and Honorable Court of Chancery before your Lordſhips, the tenor whereof followeth in theſe words: To the Right Honorable, &c. *(recite the whole Bill verbatim.)* And the ſaid W. C. being accordingly ſerved with Proceſs of *Subpæna*, iſſuing out of this Court, appeared in the ſaid Term, &c. and upon his Corporal Oath, then and there made his anſwer to the ſaid Bill of Complaint, which anſwer remaineth upon Record in the Honorable Court, whereunto your Orator, concerning the particular matters and circumſtances therein contained, prayeth, that he may refer himſelf for more certainty *(and then in brief ſhew all the further proceedings in particular)* ſince which time, may it pleaſe your good Lordſhips, that the ſaid W. W. dyed, whereby the ſaid Bill, Proceſs, and the whole proceedings thereupon are abated, and yet nevertheleſs the whole right, title and intereſt of him the ſaid W. W. in all the ſaid Meſſuages and Lands, by his death, are lawfully deſcended and come to your Orator, as brother and next heir unto the ſaid W. W. ſo that your Orator in equity ought to have ſuch remedy, benefit and advantage againſt him the ſaid W. C. for all the ſaid Lands, &c. as the ſaid W. W. might have had at any time in his life time: May it therefore pleaſe your good Lordſhips, the premiſſes conſidered, that the ſaid Bill, Anſwer, Replication, Depoſitions, Orders and Certificates, and the whole Proceſs and Proceedings upon all and every of them, may be revived and ſtand in ſuch ſtate for your Orator againſt the ſaid W. C. and his heirs, to all intents and purpoſes, as the ſame were for the ſaid W. W. at the time of the death of him the ſaid W. W. and that your Orator may thereupon have ſuch and as great benefit and advantage againſt him the ſaid W. C. as your Orators ſaid brother W. W. might have had at the time of his death; and likewiſe that it may pleaſe your good Lordſhips, to grant unto your Orator Proceſs of *Subpæna*, &c.

The beginning and concluſion of a ſingle Anſwer.

THe ſaid Defendant ſaving and reſerving to himſelf, now and at all times hereafter, all benefit of exception unto the incertainties, inſufficiencies and imperfections in the ſaid Bill

Bill of Complaint contained, for a full, plain, perfect and direct answer unto all and every the matters, allegations and things which are in the said Bill of Complaint contained in any sort or wise, material or effectual in the Law for this Defendant to answer unto, saith, &c.

The Conclusion.

Without that, that any other matter or thing in the said Bill of Complaint contained, material to charge this Defendant withall, or effectual by him to be answered unto, and not hereby sufficiently answered unto, confessed or avoided, traversed or denied, is true in such sort, manner and form, as herein before is expressed: All which, this Defendant doth and will be ready to aver, maintain and prove, as this Honorable Court shall award; and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf wrongfully sustained.

A Plea and Demurrer.

THe said Defendant by protestation, not confessing or acknowledging any matter or thing in the said Bill of Complaint contained, laid to the charge of this Defendant, to be true in such manner and form as is therein set forth: Saith, that the said Bill doth contain therein against this Defendant (as he is by his Council advised) many apparent imperfections, incertainties and insufficiences, such as do afford unto him just cause and matter of exceptions, to plead in Bar, of the Plaintiffs, further proceedings against him in this Honorable Court, thereupon the benefit and advantage of exception, whereof this Defendant apprehending, accordingly saith, first for answer to so much of the said Bill as is material to charge him withal; That he believeth it to be true, &c. (Answer what is necessary to be answered to the Plaintiffs Bill.) And as unto the accompt which the Plaintiff by his said Bill demandeth of this Defendant, and to all other the matters of the said Bill not before hereby answered unto, he, this Defendant, for and by way of Demurrer thereunto saith, &c. And for all these matters, causes and reasons before alledged, and for divers other apparent incertainties and insufficiencies in the said Bill, doth under favour of this Honorable Court demur in Law unto and upon all those points of the said Bill not before answered unto, and demandeth judgement of this honorable Court, whether the

premisses standing in state, as is before alledged, he this Defendant shall be compelled to make any other or further answer thereunto; and whether the Plaintiff shall be admitted to any relief, examination of witnesses, or further proceedings against this Defendant in this Honorable Court thereupon, whose judgement therein this Defendant humbly expecteth, and most humbly prayeth to be dismissed, &c.

A Certificate for a Forma Pauperis *in Chancery.*

To the Right Honorable the Lords Commissioners for the Great Seal of England.

MAy it please your Honours to be advertised by us, whose names are here under-written, That to our knowledge A. C. of, &c. is a very poor Woman, and not worth 5 *l.* and there being a suit in Chancery lately commenced against her by one R. B. the same, besides her trouble, is like to bring upon her great expence, and unless the same may be prevented by your Lordships favour, by admitting of her *in Forma Pauperis*, the defence of such suit otherwise is like to tend to her undoing. The consideration of all which, we humbly leave to your Lordships further consideration, and do rest,

At your Honours or Lordships Commands.

An Affidavit for the same.

I S. of, &c. maketh Oath, that he verily believeth that A. C. of, &c. is not worth five pound of her own proper goods (her debts being paid) and she is very lame, and by reason of her infirmity, not well able to travel to *London* about such suit as is prosecuted against her by one R. C.

Jurat. 10 *die M.* J. M.

The

The Petition in the same.

To the Right Honorable, &c.

The humble Petition of A.C. of &c. Widow, Defendant to the Bill of Complaint of R. B. Complainant.

SHeweth, That your Petitioner is a very poor Woman, and not worth 5 *l.* as may appear by the Certificate hereunto annexed of sundry Persons of Quality, to whom her poverty is well known; and there being this last Term a long Bill exhibited by the Plaintiff in Chancery against her for and concerning, &c. and other things of like nature, she in respect of her poor estate shall not be able to answer or defend that suit, unless your Lordships be pleased to admit her *in Forma Pauperis*, to be sued and sue concerning the same.

Wherefore your Petitioner doth humbly desire, That your Lordships in consideration of her poverty, (she being not able to travel) would be pleased in that behalf to admit her *in Forma Pauperis*, and to assign Mr. G. and Mr. T. to be of her Council, and Mr. M. to be her Attorney, and she shall ever pray, &c.

Answ. Upon the Certificate and Affidavit of Poverty annexed, let the Petitioner be admitted to sue, and be sued *in Forma Pauperis*, as is desired.

T G. &c.

The Form of the Title of a second Answer to be made upon a Report, &c.

THe further answer of A. B. one of the Defendants to the Bill of Complaint of C. D. Complainant according to the report of E. F. one of the Masters of this Court, made the 17 day of *J.* and of an Order of this Court of the eighth day of this instant month of *Ap.* 1664.

The said Defendant in obedience of the said order, and for further satisfaction of this honourable Court, saith, &c.

All which matters and things, he this Defendant is, and will be ready to aver and prove, as this honourable Court shall award, and prayeth as in his former.

The Form of a Rejoynder.

THe ſaid Defendant ſaving to himſelf now and at all times hereafter, all and every the advantages of exception to the incertainties and inſufficiencies of the ſaid Replication, for Rejoynder ſaith, That he will aver and prove that his ſaid anſwer by him put into this Honorable Court, to the Bill of the Plaintiffs is very true, certain and ſufficient in the Law, and that all and every the matters, articles and things therein contained are true, in ſuch ſort, manner and form, as in and by this Defendants ſaid anſwer they are truly ſet forth and declared; without that, that any other matter or thing material or effectual in the Law to be rejoyned unto in the ſaid Replication contained, and herein not well and ſufficiently confeſſed or avoided, traverſed or denied, is true; All which matters and things this Defendant doth and will aver and prove, as this Honorable Court ſhall award, and therefore prayeth, as in and by the ſaid anſwer he hath already prayed.

Another Petition for admittance in Forma Pauperis.

HUmbly ſheweth, That D. Q. I. S. and others, have much wronged and oppreſſed your Petitioner, to his utter undoing, as may appear by ſeveral writings extant to be ſhewn; and becauſe his adverſaries are rich and powerful, and your Petitioner poor and diſtreſſed, he is unable to contend in Law for his relief.

Now for that your Petitioner is not worth five pounds in all the world (his debts paid) he moſt humbly beſeeching your Lordſhips to admit *in Forma Pauperis*, in this Honorable Court againſt the ſaid parties and others, appointing him ſuch for his Counſel, and ſuch for his Attorney, as your Lordſhips ſhall think meet, and your Petitioner ſhall pray, &c.

A Warrant upon a Reference to a Maſter.

20 *Junii*,
1663. *Inter W. O. quer. & R. G. Defend.*

BY virtue of an Order of the 30 of *M.* laſt paſt, I have appointed to conſider of the matter to me referred on [illegible] next, at four of the Clock in the Afternoon, at my Chamber

Chamber in, &c. whereof let the ſaid Plaintiff, his Clerk or Solicitor have notice, to the end they may then and there attend, and with Council if they pleaſe.

L. G.

An Affidavit for ſerving a Subpœna. *Inter I. G. Quer. and R. W. Defend.*

I G. of S. in the County of, &c. maketh Oath, That on, &c. of this preſent *February*, he perſonally ſerved a *Subpœna* out of the Honorable Court of Chancery under Seal on R. W. of, &c. by delivering that (or the Libel or body) &c. at this houſe unto the wife of the ſaid R. W. by which *Subpœna* he was to appear at the ſuit of I. L. of, &c. and was returnable the firſt of this preſent month of, &c.

Jurat. 6 die Febr. 1633.

I. P.

A Replication.

The Replication of T. E. Plaintiff, to the Anſwer of G. C. Defendant.

THe ſaid Repliant, ſaving unto himſelf now, and at all times hereafter, all and every the advantages and exceptions, to the incertainty and inſufficiency of the ſaid anſwer, for Replication thereunto ſaith, That he will aver and prove, that his ſaid Bill by him exhibited againſt the Defendant into this Honorable Court, is true, certain and ſufficient in the Law to be anſwered unto, and that all and every the matters, articles and things therein contained are true in ſuch manner and form, as in and by the ſaid Bill is ſet forth, and that the anſwer of the Defendant is uncertain and untrue, and inſufficient to be replied unto, without that, that any other matter or thing material or effectual in the Law contained in the ſaid anſwer to be replied unto, and herein not replied unto, confeſſed and avoided, traverſed or denied is true, all which matters and things, the ſaid Plaintiff is, and will be ready to aver and prove, as this Honorable Court ſhall award, and therefore he doth pray, as formerly by his ſaid Bill he hath already prayed.

An

An Affidavit that the Defendant cannot answer without sight of writings in the Country.

Inter { R. G. *Quer. & W. G.* & al. *Defendants.*

THe said Defendant W. O. maketh Oath, that upon perusal of the Plaintiffs Bill, he finds he cannot make direct and perfect answer to the same, without the sight of certain writings, which are in the County of H. about thirty miles distant from this Court: And further deposeth, that his wife is at this present so sick and weak, that she is not able to make her personal appearance in the Court without danger of her life.

Jurat. 27 *die M.* 1633.

I. M.

The Form of an Administrators Accompts.

THe Accompt of L. S. &c. Administrator of all and singular the Goods and Chattels of R. S. of, &c. his brother deceased, as well of and for such and so much of the same Goods and Chattels as came to his hands, as of and for his payment and disbursements out of the same, as followeth, &c.

The said Accomptant chargeth himself with all and singular the Goods and Chattels of the said deceased, specified in an Inventory thereof made and exhibited into the Registry of the Prerogative Court of *Canterbury*, amounting, as by the same Inventory appeareth, to the sum of——— And Petitions for allowance, as follow

Imprimis, The said Accomptant desireth allowance of the several charges of the said deceased, as followeth, *viz.* &c. amounting one way and other, as this Accomptant hath them in particulars to the sum of———

Item, The said Accomptant desireth allowance of certain debts due by the deceased at his death, which this Accomptant hath since his death paid and discharged, that is, to pay and discharge as followeth, *viz. Imprimis*, to such a one———

The

The leading of an Inventory.

A True Inventory of all and singular the goods, chatels and credits of R.S. Gentleman, deceased, praised at L. the date of, &c. by J. T. &c. as followeth.

Imprimis, his purse and apparel——
Item, his books——
Item, the annuity of A. B.——
Item, the Reversions of N. Close——
Sum——

Item, one R. and E.——
Debts——
Item, Debts owing him——
Item, desperate Debts——
Sum——

An Answer to a Bill to be relieved against 8 l. *per centum, for money left in the hands of a Purchaser paid for after that rate.*

The several answers of F. L. one of the Defendants to the Bill of Complaint of S. C. Esq; Complainant.

THe said Defendant, now and at all times hereafter, saving to himself all advantage and benefit of exception to the uncertainties and insufficiencies of the said Complainants Bill of Complaint, for answer thereunto he saith, True it is, that in *November*, &c. he this Defendant, together with his brothers F.L. and W. L. did bargain and sell unto W.C. in the Complainants Bill named, and to his heirs, the scite of the Capital Messuage or Farm of C. with the appurtenances, in the County of O. in the Bill mentioned, with other lands and premisses, for which the said W. did covenant and agree to pay the sum of Six thousand pounds, as in the Complainants Bill is mentioned, One thousand pounds whereof the said W.C. was by agreement to keep in his hands being part of the purchase money for the benefit and behoof of B.L. widow, this Defendants mother, and for the Defendant F.L. this Defendants brother, and to such person or persons, and to and for such use and uses as the said F. should nominat

minate and appoint, to the intent that the ſaid B. in conſideration of the ſaid One thouſand pounds remaining in the hands of the ſaid W. C. ſhould receive Fourſcore pounds *per annum*, in reſpect of her releaſing of her Joynture of and in the premiſſes, which was to be paid every half year unto the ſaid B. for and during her natural life, in caſe the ſaid F. L. lived, who is Survivor, and after her deceaſe, the ſaid Fourſcore pounds *per annum*, to be paid to the ſaid Defendant F. L. for and during his natural life, and to ſuch women as he ſhould take to wife, in caſe the ſaid F. married and dyed before ſuch a wife, for and during her natural life, for and in lieu of her Joynture, with divers other covenants and conditions contained in an Indenture made the, &c. between the ſaid B. L. and F. L. on the one part, and the ſaid W. C. on the other part, to which this Defendant in all things referreth himſelf, as therein more at large the ſame doth and may appear. And amongſt the reſt it is covenanted and agreed between the parties to the ſaid Indenture, that after the death of the ſaid F. and of his ſaid wife, if he did marry, then the ſaid One thouſand pounds to remain to the iſſue of their two bodies lawfully begotten; and if they have no iſſue then living, then the ſaid One thouſand pounds is to go according to the true intent and meaning of the ſaid laſt recited Indenture: and if the other Defendant R. L. this Defendants ſecond Brother ſhould happen to dye, ſurviving the ſaid F. then the ſaid One thouſand pounds is to remain in the hands of the ſaid F. for ever; and for their better ſecuring of the payment of the ſaid Fourſcore pounds *per annum*, and of the ſaid One thouſand pounds, the ſaid W. C. in and by the ſaid laſt recited Indenture, did grant, bargain, ſell, enfeoff and confirm unto the ſaid B. this Defendants Mother, and to the ſaid F. L. his heirs and aſſigns for ever, all that piece or parcel of paſture ground lying in C. aforeſaid, commonly called or known by the name of, &c. then in the tenure or occupation of this Defendant, to which ſaid Indenture this Defendant referreth himſelf, as will more at large appear. And this Defendant ſaith, that the ſaid W. C. well knowing that he was thereunto bound by this agreement, during his life time, did juſtly and truly pay the ſaid Fourſcore pounds *per annum*, unto the ſaid B. this Defendants mother, by half yearly payments during her life time, who dyed about, &c. ſince, &c. and by and after the deceaſe of the ſaid F. L. this Defendants brother, by the advice and counſel

ſel of the Complainant himſelf, by this Deed of Aſſignment, with a Letter of Attorney bearing date the, &c. did for and in conſideration of the ſum of Eight hundred and threeſcore pounds, part of the ſaid purchaſe money which the ſaid F. L. did agree to pay unto this Defendant, in reſpect this Defendant joyned in the ſale of the ſaid Mannor, Lands and premiſſes, and did enter into a bond of Fourſcore pounds for payment thereof, and of other moneys to this Defendants brother accordingly, did grant and aſſign unto this Defendant, and his heirs and aſſigns, the ſaid Fourſcore pounds *per annum*, during the life of this Defendants ſaid brother F. as in and by the ſaid Deed of Aſſignment (relation being thereunto had) at large the ſame doth and may appear. And this Defendant ſaith, that after the ſaid Aſſignment ſo made unto this Defendant, the ſaid W. C. did by himſelf and his ſervant, and other on this behalf during all his life time, pay the ſaid Fourſcore pounds *per annum* to this Defendant; and this Defendant is perſwaded, had not the ſaid W. C. well known that the ſaid Fourſcore pounds *per annum* was due to have been paid by him, that he would not have paid the ſame to this Defendant. And this Defendant ſaith, that after the death of the ſaid W. C. I. C. his ſon and heir, or ſome other on this behalf did pay the ſame unto this Defendant, and this Defendant believeth the Complainant hath ſome Conveyance of the ſaid premiſſes from the ſaid I. C. but for what conſideration this Defendant knoweth not, and ſaith, that the Complainant himſelf ſithence the ſaid purchaſe hath paid the ſame to this Defendant, and therefore this Defendant conceiveth that he is unjuſtly troubled touching the premiſſes. And this Defendant ſaith, that therefore (under favour) this Defendant conceiveth, that the ſaid Fourſcore pounds *per annum*, and alſo the ſaid One thouſand pounds, ſecured by part of the premiſſes bargained and ſold, as aforeſaid, it being ſo long before the Statute made for reducing intereſt money from Eight to Six in the hundred, and the ſame Fourſcore pounds *per annum*, being (as the Defendant conceives) due as parcel of the Contract for the ſaid Lands aſſigned over to the Defendant for great and valuable conſiderations, the ſame ſhall not now be infringed, broken or repealed, for the cauſes in the Bill mentioned, or for any cauſes whatſoever, the rather, for that this Defendant and his brother, upon the conſiderations and conditions aforeſaid, did bargain and ſell the ſaid Mannors, lands and premiſſes at an undervalue; without that,

that

that any other matter or thing in the said Bill of Complaint contained material or effectual in the Law, for this Defendant to make answer unto, and not herein before sufficiently answered unto, confessed and avoided, traversed or denied, is true in such manner and form as in the said Bill is alledged; and this Defendant prayeth to be dismissed out of this Honorable Court, with his reasonable costs and charges in this behalf most wrongfully sustained.

The beginning and conclusion of a Bill in Chancery.

To the Right Honorable the Lords Commissioners of the Great Seal of England.

SHeweth unto your Lordships, your Orator E. L. of the City N. in the County of W. Gentleman, and M. his wife, whereas, &c. The conclusion, may it therefore please your good Lordships to grant to your said Orator of *Subpœna*, to be directed unto the said W. C. thereby commanding him (and them, and every of them) at a certain day, and under a certain pain therein to be limited, personally to appear before your Lordships in this high and honorable Court of Chancery, to answer the premisses, and further to stand unto and abide such order, direction and award concerning the same, as unto your Lordships shall seem meet, and your Orators shall daily pray for the long continuance of your Lordships prosperous estate.

A Lease of a Mill.

THis Indenture made, &c. between Sir T. C of, &c. Knight, and L, his wife, of the one part, and T. A. of, &c. of the other part, witnesseth, That the said Sir T. C. and L. for and in consideration of the rent and covenants hereafter in these presents expressed, and also for divers other reasonable considerations them thereunto moving, Have demised, granted, and to farm-letten, and by these presents do for them, their, &c. demise, grant and to farm let, unto the said T. A, all that their Grist, Water-Mill and Mills, being two Grist-Mills under one Roof, commonly

mostly called or known by the name of S. Mill, with the appurtenances, situate and being in the Parish of, &c. sometimes in the tenure or occupation of one B. D. and now or late in the tenure or occupation of N. C. or his assigns, and the ground and soil whereupon the said Mill and Mills do stand, containing by estimation one fourth part of an Acre, be it more or less, and also all the scite of Mill, as well customary as conventionary of all the Tenants of that Mannor of D. in the said County, and all the Toll and Custom for grinding of all the Corn and Grain whatsoever, as well of all the Tenants and Undertenants of the said Mannor, now being, or which hereafter at any time shall be during the term by these presents demised, as of all the Inhabitants now dwelling or abiding, or which hereafter shall dwell or abide within the said Mannor of D. aforesaid, and also all toll, benefit and custom for grinding of Corn and Grain whatsoever, and also all and singular Hed-wares, and Mill-ponds, and the Soil whereof the said Hed-wares and Mill-ponds do stand and are builded, and all Hed-wares hereafter to be builded, and the Soil and Earth thereof, and all Mill-pools, Mill-dams, Stanks, Banks, Ponds, Streams, Water, Watercourles, Rivers, Fishing, Fishing places, Ways, Paths, Passages, Easements, Profits, Commodities, Advantages, Emoluments and Appurtenances whatsoever to the said Mill, and other the premisses by these presents demised and granted, or any of them, or to any part or parcel thereof incident, belonging or appertaining, or with the same now or at any time heretofore let, used, occupied, had, taken, reputed or enjoyed, To have and to hold the said Mill, and the ground and soil thereof, with the appurtenances, and the said scite or Mill of all the Tenants of the said Mannor, and the said toll and custom of grinding of all Corn and Grain of the said Tenants and Inhabitants aforesaid, and all toll and custom of grinding of all Corn and Grain whatsoever, and the said Wares, Mill-dams, Mill-ponds, and the ground and soil thereof, Mill-pools, and Stanks, Banks, Rivers, Streams, Ways, Passages, Fishings, and all and singular other the premisses herein before mentioned, or intended to be hereby demised and granted, and every part and parcel thereof, with the appurtenances, unto the said T. A. his executors, administrators and assigns, from the Feast-day of, &c. last past, before the date hereof, for and during,

and

and unto the full end and term of, &c. from thence next enſuing, and fully to be compleat and ended; yielding and paying therefore yearly during the ſaid term, the yearly rent or ſum of, &c. at two of the moſt uſual Feaſts or terms of payment in the year, that is to ſay, at the Feaſt, &c. by even and equal portions, the firſt payment thereof to begin and to be made at or on the Feaſt-day of, &c. next enſuing the date hereof: And if it ſhall happen the ſaid yearly rent of, &c. or any part thereof to be behind and unpaid by the ſpace of fourteen days next over or after any of the ſaid Feaſts or days of payment, wherein the ſame ought to be paid, as aforeſaid, being lawfully demanded, that then and from thenceforth, and at all times afterwards, it ſhall and may be lawful to and for the ſaid T. C. and D. his wife, or either of them, their or either of their heirs, executors, &c. into the ſaid demiſed premiſſes, and every part and parcel thereof to re-enter, and the ſame to have again, detain and poſſeſs, as in his, her or their firſt and former eſtate; and the ſaid T. A. his, &c. thereout and from thence utterly to expel, put out and amove, theſe preſents, or any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid T. A. for himſelf, his, &c. and for every of them doth covenant, promiſe and grant, to and with the ſaid Sir T. C. and D. &c. by theſe preſents, in manner and form following: That is to ſay, That he the ſaid T. A. his, &c. ſhall and will from time to time, during the ſaid term of, &c. hereby granted, do and make his and their ſuit and ſervice, for and in reſpect of the premiſſes, to the Court and Courts of the ſaid Sir T. C. and D. and their heirs, to be kept and holden within the ſaid Mannor of D. upon ſuch reaſonable warning, as there is given or uſed, or elſe in default and neglect thereof, ſhall and will yearly during the ſaid term, pay, or cauſe to be paid unto the ſaid Sir T. B. and D. and their heirs, the ſum of, &c. if it be demanded; and the ſaid T. A. doth for himſelf, his, &c. further covenant, promiſe and grant, to and with the ſaid Sir T. C. and D, that he the ſaid T. A. his, &c. within the ſpace of three years next enſuing the date thereof, ſhall and will at his and their own proper coſts and charges, lay out, diſburſe and beſtow upon, about and in repairing, bettering and amending the ſaid Mill or Mills before hereby demiſed, where moſt need ſhall be required,

the

the ſum of, &c. and alſo that he the ſaid T. A. his, &c. at his and their like proper coſts and charges, ſhall and will well and, &c. repair, amend, maintain, uphold and keep the ſaid Mills to be repaired and amended, as aforeſaid, and all other the afore demiſed premiſſes, with the appurtenances, in, by and with all and all manner of needful and neceſſary reparations and amendments whatſoever, when and as often as need ſhall require, during the ſaid term, and the ſame Mills, and other the premiſſes, with the appurtenances, ſo being well and ſufficiently repaired, upholden and amended in the end or other determination of this preſent Leaſe, ſhall and will leave and yield up unto the ſaid Sir T. C. and D. or one of them, their or one of their heirs or aſſigns. And the ſaid T. A. for him, his, &c. doth likewiſe covenant and grant to and with the ſaid, &c. that he the ſaid T. A. his, &c. ſhall and will well and truly pay, or cauſe to be paid to the ſaid, &c. his, &c. the ſaid yearly rent of, &c. in manner and form as is before in theſe preſents expreſſed, limitted and declared. And the ſaid Sir T. C. and D. do for them and their heirs and aſſigns, covenant and grant to and with the ſaid T. A. his, &c. that in caſe any of the Tenants or Inhabitants of the ſaid Mannor of, &c. ſhall and do at any time, during the ſaid term hereby granted, withdraw or ſurceaſe to do ſuit of Mill to the ſaid Mill, or to bring and carry, or cauſe to be brought and carried their Corn and Grain whatſoever to the ſaid Mill or Mills by theſe preſents demiſed, there to have the ſame ground, or ſhall carry the ſame to any other place or places, to any Mill or Mills to be ground, then the Steward or Stewards of the ſaid Mannor for the time being, ſhall and will upon all and every the preſentment, and preſentments thereof, make, ſet and impoſe upon every ſuch Tenant and Tenants, and Inhabitants, ſo withdrawing, and not doing his, or their ſuit or ſuits of Mill to the ſaid Mill or Mills, ſuch lawful and reaſonable Fine and Fines, Amerciament and Amerciaments from time to time, as in ſuch caſe is lawful and uſual, and the ſame Fine or Amerciament ſo impoſed, ſhall receive or levy, and being ſo recited or levied, pay and deliver the ſame, or ſo much thereof, as the ſaid T. A. his, &c. ſhall be prejudiced or damnified by reaſon of ſuch withdrawing, as aforeſaid, unto the ſaid T. A. his, &c. And laſtly, the ſaid Sir T. C. and D. for them, their, &c. do cove-

nant, promiſe and grant to and with the ſaid, &c. by theſe preſents, that the ſaid T. A. his, &c. and every of them, for and under the payment of the ſaid yearly rent of, &c. above by theſe preſents reſerved in manner and form aforeſaid, and performing, fulfilling and keeping, ſingular the covenants, grants, articles, clauſes and agreements before in theſe preſents contained, which on his and their parts are and ought to be obſerved, performed, fulfilled and kept, ſhall and may lawfully, peaceably and quietly have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid demiſed premiſſes, and every part and parcel thereof, with their and every of their appurtenances, without lawful let, ſuit, trouble, eviction, ejection, moleſtation or interruption whatſoever of them the ſaid T. C. and D. or either of them, their or either of their heirs or aſſigns, or any of them, or any other perſon or perſons whatſoever claiming or to claim from, by or under him, her, them, or any of them, or for or by reaſon of his, her, their or any either of their acts, titles, means, aſſent, conſent or procurement. In witneſs, &c.

A ſingle Obligation from one to one.

KNow all men by theſe preſents, That I A. B. of the Pariſh of D. in the County of E. Husbandman, do ſtand, and am firmly bounden and obliged to F. G. of H. in the County of E. Yeoman, in the ſum of Fifty and one pounds and ten ſhillings of good and lawful money of *England*, to be paid to the ſaid F. G. or his true and lawful Attorney, Executors or Adminiſtrators, to the which payment well, faithfully and truly to be paid, I do bind me, my heirs, executors and adminiſtrators firmly by theſe preſents, ſealed with my ſeal. Dated the fifth day of *October*, in the year of our Lord God, One thouſand ſix hundred fifty and one.

An Obligation from two to one.

KNow all men by theſe preſents, That we A. B. of the Pariſh of C. in the County of E. Gentlemen, and F. G. of the Pariſh of H. in the County aforeſaid Eſqs do ſtand and are firmly bounden and obliged unto Sir H. I.

of

able unto the ſaid R. A. his, &c. And moreover, that he the ſaid W. M. ſhall within, &c. next after the making and giving up every ſuch accompt, as aforeſaid, well and truly ſatisfie, pay and deliver unto the ſaid R. A. his, &c. all and every ſuch goods, wares, moneys, debts, merchandizes, ſpecialties and other things whatſoever, as by or upon the foot of the ſame accompt ſhall appear, or be found to be due, coming or belonging to him the ſaid R. A. his, &c. by or from the ſaid W. M. in any manner of wiſe.

Item, the ſaid E. M. for her ſelf, her, &c. doth covenant, promiſe and agree, to and with the ſaid R. A. his, &c. by theſe preſents, that ſhe the ſaid E. M. her, &c. at her and their own proper coſts and charges ſhall and will find, provide and allow unto and for her ſaid Son, decent and fitting linnen, woollen, and all other apparel of all ſorts fitting for him in his ſervice and employment, during the ſaid term.

Item, the ſaid R. A. doth covenant, &c. to find and provide unto the ſaid, &c. competent and fitting meat, drink, waſhing and lodging, and all other neceſſaries, (apparel only excepted) during all the ſaid term. In witneſs, &c.

Bonds muſt be entred into, for performance of the Articles aforeſaid.

FINIS.

PART III.

A Deed for the Revoking of a Bargain and Sale, if so much money be paid.

THis Indenture made, &c. in the fourteenth year of the Reign of our Soveraign Lord *CHARLES* the Second, by the Grace of God, of *England*, *Scotland*, *France* and *Ireland*, King, Defender of the Faith, &c. *Anno Dom.* 1662. between Sir I.S. of, &c of the one part, and I.C. &c. of the other part; whereas the said I.C. by his Deed indented under his hand and Seal, bearing date, &c. for the consideration therein mentioned, did alien, bargain, sell, enfeoffe and confirm unto the said Sir I.S. and his heirs, All that the Mannor and Lordship of G. in the County of, &c. with all the rights, members and appurtenances thereunto belonging, together with all such other things as in the said Deed are expressed and contained, as thereby doth and may more fully appear: Now witnesseth, this present Indenture, and the said Sir I. for himself, his Executors, Administrators and Assigns, and for every of them, doth Covenant, promise and grant to and with the said I.C. his Heirs, Executors, Administrators and Assigns, and every of them by these presents, That if the said I.C. his Heirs, Executors, &c. shall pay, &c. unto the said Sir I.S. &c. the sum of, &c. that then the said Deed of Bargain and Sale, shall be void, frustrate, and of none effect or force in the Law, to all intents and purposes. And that then also the said Sir I.S. his Executors, &c. immediately after the payment of the said sum of 2292. *l.* to the said Sir I.S. his, &c. at the day and place aforesaid, upon request to them or any of them made, shall and will re-deliver the said I.C. his Executors, Administrators or Assignes, the said Indenture of bargain and Sale, and the counterpart of this Indenture, and one Recognizance in the nature of a Statute-staple, of the the sum of 4000 *l.* wherein the said I.C. standeth bounden unto the said Sir I.S. and all such deeds, evidences and writings,

concerning the said mannors and premisses, which the said Sir I. S. or any other to his use, or by his appointment, shall have, then had and received of and from the said I. C. or of any other whatsoever, safe, undefaced and uncancelled, and in as good plight as he or any other to his use, or by his appointment, shall have received the same, and that then also the said Sir I. S, his heirs, &c. or some or one of them, shall and will upon reasonable request made, and at the proper costs and charges in the Law of the said I. C. his Heirs and Assigns, grant, release, and Assign over the said Deed or Indenture of bargain and sale; and all his, their, and every of their rights, estates and interests therein, unto the said I. C. his Heirs, Executors and Assigns, freed and discharged of and from all, and all manner of charges, incumbrances and demands whatsoever, had, made, committed, done, or willingly suffered by the said Sir I. S. his Heirs, Executors, &c. or any of them, in such manner and sort, as by the said I. C. his Heirs or Assigns, or his or their Councel learned in the Law, shall be reasonably devised or advised, and required, so as he nor they be not compelled to travell further than the places of their abode, for the effecting thereof: And further, it is the true intent and meaning of these presents, and the parties hereunto, and the true intent, meaning and agreement of the said former Indenture of bargain and sale, that it shall and may be lawful to and for the said I. C. his Heirs, Executors, Administrators and Assigns, to have, hold and enjoy the said manners and premisses, with their appurtenances, and to perceive, receive, and take the rents issues, revenues and profits thereof, to his and their own use and uses, from time to time, and at all times hereafter, until default be made of payment of the said sum of 2392. l. before mentioned, or of any part thereof, at the day and place before mentioned, limited and appointed for the payment therof, and during such time, and untill such default be made, he the said I. C. for him his Heirs, Executors, Administrators and Assigns, doth covenant, grant and agree to and with the said Sir I. S his Heirs, Executors, administrators and Assigns, that he the said I. C. his Heirs, Executors, Administrators, or Assigns, will not do, commit, or willingly suffer any manner of waste, spoil, or destruction of, and in the premisses, or any part thereof, otherwise than for the necessary repair, building, or re-edifying of any messuage, house or building upon any the messuages, houses, or edifices before specified: And the said I. C. &c. covenanteth, &c. that if he the said I. C. his Heirs,

&c.

&c. do not well and truly pay unto the said Sir I. S his Heirs, &c. the said sum of 2392. *l.* before mentioned, to be paid at the day and place of payment aforesaid, according to the true intent and meaning of these presents, that then he the said I. C. his Heirs and Assigns shall and will within twenty dayes next after default of payment of the said sum of two thousand three hundred ninety two pounds before mentioned, to be paid, delivered, or cause to be delivered up unto the said Sir I. S. his Heirs, and Assigns, the full quiet and peaceable possessions of the said Mannor or Lordship of S. and premisses with the appurtenances, to the use and behoof of the said Sir I. S. and of his Heirs and Assigns for ever.

A Deed of Covenants to declare the trusts in a former Bargain and Sale; the Lands being to be sold for payment of Debts.

THis Indenture made, &c. Between, &c. whereas the said J. C. by his Indenture bearing date with these presents, made between him the said J. C. of the one part, and the said A. B. C. D. E. F. and G H. of the other part; for the consideration therein mentioning, hath granted, bargained and sold unto the said A. B. C. D E. F. and G. H. their heirs and assigns for ever, All that Capital Messuage or Tenement, &c. as in the other book to the end of the *Habend*: As in and by the said Indenture of Bargain and Sale more at large appeareth. Now this Indenture witnesseth and it is hereby agreed and declared by and between all the parties to these presents that the said Grant, Bargain and Sale was and is made, and the said A. B. C. D. E. F. and G. H. and their heirs, are and shall stand trusted with the premisses, to the intent and purpose, and upon trust and confidence that the said Land and premisses may be sold to the best value that may be, and the money which shall be raised thereby, to be disposed of, for and towards the payment and satisfaction of such debts of the said I. C. as are mentioned in the schedules hereunto annexed, in such order as they are therein set down.

And lastly, It is agreed by and between all the parties to these presents and by them declared to be their true intent and meaning, That if in case there be any over-plus remaining of the money which shall be raised by sale of the said Lands and premisses, after such time as the debts mentioned in the said schedule be payed and discharged, That then such over-plus shall be imployed and disposed of for and towards the satisfaction of such other debts as the said I. C. shall by any writing to be by him signed and sealed in

the presence of two or more Witnesses, declare and appoint, and no otherwise.

A Release for money that was left in the hands of a purchaser, in payment thereof.

THis Indenture made, &c. Between R. L. of S. in the County of C. Genl. and J. C. of the Inner Temple L. Esq; of the one part; and T. G. Esq; of the City of L. of the other part. Whereas upon a purchase lately made by the said T. G. of and from the said R. L. J. C. and S. his Wife, daughter of the said R. L. of certain Lands in C. in the County of O. the sum of 628 *l.* part of the purchase-money payable by the said T. G. to the said R. L. was by agreement between them to remain in the hands of the said T. G. for such time, and upon such Conditions, and to such intents and purposes, as E. H. of and in the County of D. should set down and appoint, which sum of 628 *l.* was intended to remain as a security for the said T. G. against all incumbrances whereby the said Lands are or may be charged, and for saving him harmless from all damages whatsoever, which may, or might at any time hereafter happen to fall upon the said T. G. his Heirs or Assigns, or upon any of the said Lands and premisses, of any other the Lands of the said T. G. for or by reason of any the debts of the said I. C. and W. C. his deceased father, or either of them; and whereas the said T. G. at the time of the ensealing of these presents, at the request of the said R. L. hath paid the said sum of 628 *l.* to the said I. C. and R. L. or one of them, or to such as were appointed by them, or one of them, to receive the same. Now that the said R. L. and I. C. have received the said sum of 628 *l.* of and from the said T. G. the receipt whereof they do hereby acknowledg, and that the same in the last payment, and in full satisfaction of and for all the Lands, Tenements and Hereditaments which the said I. C. had in the County of O. and which the said T. G. purchased and thereof and of every part and parcel thereof, they do clearly and absolutely acquit and discharge the said T. G. his Heirs, Executors, and Administrators, for ever by these presents: And in consideration of the premisses, the said R. L. and I. C. do for themselves jointly, and either of them for himself severally doth covenant, promise and grant to and with the said T. G. his Heirs, Executors, and Assignes, that they the said R. L. and I. C. shall and will from time to time, and at all times hereafter save, defend and keep harmless

less the said T.G. his Heirs, Executors, and Assigns, and also all the said Lands and premisses in C. aforesaid, or elsewhere in the said County of O. so purchased by him the said T.G. and all others his Lands, Tenements, Goods and Chattels, of and from all loss and damage whatsoever, which shall happen, arise or befall for or in respect of any the debts of the said W.C. and I.C. or of either of them: In witness, &c.

A Proviso to be inserted in a Lease, or a power of Revocation reserved.

PRovided always, That if the said, &c. his Executors or Administrators, or any of them, shall at any time hereafter pay or tender unto the said W. W. his Executors, &c. or to any other person or persons whatsoever, to and for the use of the said W.W. his, &c. the sum of 12 *l.* of lawful money of *England*, to the intent to make void this present Lease and Demise, and shall express and declare such his, her, or their intention, either by word, or writing, that then and from thenceforth this present Lease and Demise shall cease and be void: In witness, &c.

A Presentation of a Minister to a Living, according to the form now used.

TO all Christian people to whom this present Writing shall come, we A.B. and C.D. the true and undoubted Patrons of the Vicarige or parish Church of C. in the County of S. send greeting; for as much as the said Vicarige or Parish Church is lately by the death of E.F. the late incumbent, there become void, and in our full right of presentation, we do therefore hereby present you G.H. Clerk, Mr. of Arts, unto the Church of C. aforesaid, and to the Vicarige thereof, to have, hold and enjoy the same, with all and every the rights, members and appurtenances thereunto belonging according to several former and late Acts of Parliament in this case provided, doing and performing the duties of a Pastor belonging to the said Church: In witness whereof we have hereunto subscribed our names and set our seals this day of In the Year of our Lord God, One thousand six hundred and fifty two.

A Lease of a Parsonage impropriate for three lives, upon surrender of a former Lease with extraordinary Covenants, and a Letter of Attorney to deliver possession, together with the Execution thereof endorsed.

THis Indenture made the 5th. day of *March*, in the year of our Lord God 1651. Between R.S. of the City of *Oxford*, Gent. of the one part, and W.P. of *London* Esq; of the other part: Witnesseth, that the said S.W. for divers good causes and considerations him hereunto moving, and especially in consideration of a Surrender made to the said W. C. of a Lease now in being for three lives, bearing date the 28. of *March*, in the Sixth year of the Reign of the late King *Charles*, made by I.S. father of the said W. S. party to these presents deceased, to Sir H. M. deceased, of the parsonage of *Bray*, and other things hereafter in these presents mentioned, hath demised, granted, and to farm-let and set to the said W.P. the scite of the Parsonage of *Bray* in the County of B. and all the houses upon the said scite builded, arrable Lands, Meadows, Leasows and Pastors, Demesnes as well in several as in common to the said Parsonage belonging, and all the Rents of all the Tenants of the said W.S. as well Freeholders as Customary Tenants, and all the Tithings of Corn and Hay to the said Parsonage belonging, with all other the profits and commodities to the said Parsonage belonging or appertaining except and to the said W.S and his Heirs and Assigns, alwaies reserved all Wards, Marriages, Reliefs, Escheats, Fines, Heriots, Amerciaments, Woods and Underwoods, and the Advowson of the Parish Church of *Bray*, when and as oft as it shall be void To have and to hold the said scite of the Parsonage aforesaid, and all the said Houses, Lands, Meadows, Leasows, Pastures, Tythes, and other the premisses, with all and singular the commodities and profits thereunto belonging, with their appurtenances (except before excepted) to the said W.P. his Executors, Administrators and Assigns, for and during the lives of the said W.P. and M.P. his Wife and T.P. Son of the said W.P. and for and during the natural life of the longer liver of them, or any of them, yielding and paying therefore yearly, during the said Term, unto the said W.S. his Heirs and Assigns, Four pounds of good and lawful Money of *England*, at four Feasts or Terms of the year, That is to say, at the Feast of Saint *Thomas* the Apostle, the annunciation of the blessed Lady Saint *Mary* the Virgin, the Nativity of Saint *John* the Baptist,

Baptist, and Saint *Michael* the Arch Angel, by even and equal portions, and if it happen the said yearly rent of Four pounds, or any part or parcel thereof, to be behind and unpaid, after any of the said Feasts above limited for payment thereof, during the said Term, by the space of one month, that then it shall be lawful to and for the said W.S. his Heirs and assigns into the said scite, and all other the premisses to enter and distrain, and the distresses there taken to lead, drive and carry away, and to detain in the same till the said Rent, and the Arrerages thereof (if any shall be) they shall be fully satisfied and contented; and if the same Rent, or any part or parcel thereof, be behind and unpaid after any of the Feasts above limited, for payment thereof, by the space of one quarter of a year, or if it happen the said W.P. or any of his Assigns, to make any waste in the said scite or other of the premisses, or any part thereof, except the same be re edifyed and builded within one whole year next after notice and warning thereof to them given, that then it shall be lawful to and for the said W.S. his Heirs and Assigns into the said Scite, Lands, Meadows, Leasows, Pastures, Rents, Tythings, and all and singular other the premisses, to re-enter, and the same to have again, possess and enjoy, as in his or their former estate, and the said W.P. his Executors and Assigns thereof, and from thence utterly to expel and remove, this Indentute, or any thing herein contained to the contrary notwithstanding. And the said W.P. for himself his Executors, Administrators and Assigns, doth Covenant, and grant, to and with the said W. S. his Heirs and Assigns that he the said W.P. his Executors, Administrators and Assigns, shall find to the said W.S. and his Heirs, and his and their Deputies and Officers, coming to the said Scite or Parsonage, as well for the Courts and Law-dayes there to be kept, as for the survey of the premisses, meat, drink, house, room and beds convenient and necessary for their degrees; and for their horses, hay, litter and provinder sufficient, at the costs of the said W. P. his Executors and Assigns, from time to time during the said term: And that the said W. P. and his Assigns, during the said term, shall yearly find to the Suitors of the Court of *Bray*, such Dinners or Repasts as I.P. and other Farmors there have used to do, taking of the said W.S. to [illegible] yearly during the said term, and that the said W.P and his Assigns, all the Dung upon the said Scite and other the premisses, gathered and hereafter during the said term to be gathered upon the Lands and Demeasns of the said Parsonage, and in none other place, shall lay or

spread during the said term, and also shall leave all the Meadows of the said Parsonage unmowed, with their grass and vesture full growing as in the beginning of the said term they shall be left to him; and that the said W. P. and his Assigns, the great Barn of the said Parsonage, and all the Houses upon the said Scite builded and all the Hedges, Walls, Ditches, Inclosures, and other the premisses during the said term, shall sufficiently repair, maintain, scour and keep at their only costs and expences, and so in the end of the said term, shall leave them (the said W. P. and his Assigns, taking sufficient great Timber for the same in grounds of the said W. S. at *Bray* aforesaid; and the said W. P. Covenanteth and Granteth by these presents, for him, his Executors and Assigns, that he or one of his Assigns, shall be continually dwelling upon the said Scite with all their houshold, or else shall appoint a convenient Tenant or Undertenant to dwell and abide thereupon by themselves and all their houshold, during the said term: And the said W. S. hath constituted ordained and appointed, and by these presents doth constitute, ordain and appoint H. W. to be his true and lawful Atturney, for him, and in his name and stead, to enter into the said Scite, Parsonage, and other the premisses, or into some part thereof, in the name of the whole, and possession of the same to take, and after to deliver seisin of all the said premisses, or of some part thereof in the name of the whole, unto the said W. P. or to his Atturney lawfully authorized to receive the same: To have and to hold, to him the said W. P. his Executors, Administrators and Assigns, for and during the lives of the above named W. P. M. P. and T. P. and the life of the longer liver of them, according to the purport, effect and true meaning of this Indenture. In witness whereof the said parties to these presents, their hands and seals enterchangeably have set, the day and year first above written.

The Execution of the Letter of Atturney for possession, endorsed on the back of the Lease aforesaid.

MEmorandum, That the day of in the Year of our Lord God, &c. the within named H. W. according to the power and authority to him given by the within named W. S. did enter into the Parsonage House of *Bray*, in the County of B. in the name of the whole Rectory and premisses within mentioned to be demised, and did deliver possession and seisin thereof unto the within named

and W. B. To have and to hold, according to the purport and effect of the Deed within written, in the presence of, &c.

A Grant of an Annuity for three Lives, with the inheritance of the Land assigned for the same by Recovery and Fine. With Covenants.

THis Indenture made, &c. Between the Right Honourable H. Earl of H. and the right Honourable K. Countess of H. now his Wife, on the one part; and I. S. and A. his Wife, on the other part; Witnesseth, That the said E. for and in consideration of the sum of 3000 l. of good, &c. hath given and granted, and by these presents doth give and grant for him, his heirs, executors, and administrators, one Annuity of 300 l. of lawful, &c. by the said Earl, his heirs, executors, administrators or assigns from henceforth yearly to be paid to the said I. S and A. and their assigns, and to the survivor of them, and the assigns of the survivor of them by and during all the term of the natural lives of the said I. and A and the natural life of the longer liver of them at the North-gate of the new-building situate within the City of L. commonly called the Royal Exchange, &c. at two equal payments in every year in manner and form following, that is to say, on the 20th. day of *November* between the hours of, &c. in the afternoon of the same day 150 l. and on the 20th. of *May* between (like hours) in the afternoon of the same day 150 l. the first payment thereof to begin and to be made on the said 20th. day of *November* next coming, and so from thence forth to have continuance, and yearly to be paid to the said I. and A. and to the longer liver of them and their assigns, and to the assigns of the longer liver of them, every year upon the said dayes, and within the said times, and at the said place, during the natural lives of the said I. and A. and the natural life of the longest liver of them.

And for the said consideration, and for a good and certain surety and assurance to be had and made to the said I. S. and A. his Wife and for the said annuity and yearly payment of 300 *l.* to them, and the survivor of them, and to their assigns, and the assigns of the survivor of them, well and truly to be made every year during their natural lives, and during the natural life of the longer liver of them, accor-

Covenant for perfect assurance to be made for the annuity.

according to the tenor, effect, and true meaning of the presents: The said Earl for himself, his heirs, executors and administrators, and every of them, and for the said Countess his Wife, doth covenant, grant, and agree to and with the said L and A. their executors, administrators and assigns, and every of them by these presents, That he the said Earl and the said Countess his Wife before the last day of *Nov.* now next coming, shall and will permit and suffer the said I. and A. at the cost and charges in the law of the said I. lawfully to recover against the said Earl and Countess by Writ of Entry *Sur disseisin* with Voucher or vouchers, after the order and course of Common Recoveries, of all that the Manor of A. with the Appurtenances in the County of S. &c. and all and singular Messuages, Lands, Tenements, Rents, Reversions Rights, Patronages of Churches, Franchises, Liberties, Jurisdictions, Priviledges and Hereditaments whatsoever, esteemed, reputed, used, demised, or taken as part, parcel or member of the said Manor of A and all and singular Manors, Messuages, Lands, Tenements, Reversions, Services, and Hereditaments whatsoever, which the said Earl and Countess have, or either of them hath, or at any time had in or within the said, &c.

The said Earl and Countess will permit, &c. to recover, &c. by Writ of, &c.

And also the said Earl and Countess shall likewise permit and suffer the said I. and A. lawfully to recover against the said E. and C. by another Writ of Entry *sur disseisin* with Voucher or Vouchers after the order, &c. of all that the Manor, &c. And that all the said Recoveries shall be in due Form of Law lawfully Executed.

And likewise to recover, &c. by another Writ of Entry.

And moreover, that as well the said E. and C. now his Wife, at the costs and charges of the said I. W. in the Law on or before the last day of *November* now next coming as aforesaid, shall and will by Fine in due form of law, to be levied with proclamations, according to the statute in that behalf provided, convey and assure unto the said I. and A. and to their Heirs, or to the Heirs of one of them, all the said Mannors, and all the premisses, with all and singular their appurtenances, with warranty of the said E. and the said C. his Wife, and of the heirs of the said E. of all the premisses to the said I. S. and A. his Wife, and to the Heirs of the said I. against all men, as also, that after the said Fine had recovered and executed, Sir G. H. Kt. brother of the said E. on this side

side (such a day) at the costs and charges in the Law only of the said I. and A. or of their Assigns, shall and will by Fine with Proclamations according to the Statute in due form of Law, by him the said Sir G. to be levied, grant and release unto the said E. and his Heirs, all and singular the premisses with warranty of the same to the said E. and his Heirs against him the said Sir G. and his Heirs according to the usual manner of Fines.

That the fine and recovery shall be to the use of, &c.

And it is condescended, concluded and agreed between the said parties, that as well the said Fine of the said E. and C. and the said Recovery and Recoveries, so to be had and executed, as is aforesaid as also the said Fine of the said G. H. and all other Fine and Fines, Recovery and Recoveries, Assurance and Assurances whatsoever, specified or mentioned in these presents, shall be to the uses, intents and purposes hereafter expressed in these Indentures, and to no one other use or uses, intent or purpose, that is to say, to the use and behoof of the said E. and his heirs, until default of payment shall be made of the said Annuity granted by these presents, or of some part thereof contrary to the form, tenor and effect of these presents, and after default of payment of the said annuity, or any part thereof, contrary to the form, tenor and effect of these presents, then to the only use and behoof of the said I. and A. and for and during the term of their natural lives, and the life of the longer liver of them their Assignee and Assignees; And the Assignee of the survivor of them. In witness whereof, the said parties to these presents, their hands and seals interchangeably have set the day and year first above-written.

A Lease for a year.

THis Indenture made the, &c. day of, &c. in the year of our Lord God, according to the accompt used in *England*, 1658. between W. S. the elder of, &c. in the County of, &c. Esq; and Doctor in Divinity, of the one part, and S. M. and C. D. of, &c. in the County of &c. Gent. of the other part, Witnesseth, That the said S. W. for, and in consideration of the sum of five shillings of lawful money of *England* to him in hand paid by the said S. M and C. D. whereof he doth hereby acknowledg the receipt, hath bargained and sold, and doth by these presents bargain and sell unto the said S. M. and C. D. their Executors, Administrators and Assignes, all the Lands, Tenements and Hereditaments, with their

and

and every of their appurtenances, commonly called or known by the name of &c. containing by estimation six hundred and thirty acres, be the same more or less, scituate, lying and being in the Towns, Parishes, villages and Hamlets of G. and S. in the said County of, &c. or one of them; together with all other lands, tenements and hereditaments, heretofore of Sir S.W. deceased, and now or late of the said S.W. that are scituate, lying and being in the Towns, villages and Hamlets of M. and T. aforesaid, or either of them) and also the reversion and reversions, remainder and remainders thereof, to have and to hold the said lands, tenements, hereditaments and premisses, with the appurtenances, unto the said S.M. and C.D. their executors, administrators and assigns from the day next before the date hereof, unto the end and term, and for and during the term of one year from thence next ensuing, to the intent, that by virtue thereof, and of the Statute for transferring uses into possession, the said S.M. and C.D. may be in the actual possession of the said lands, tenements and premisses, and be enabled to take and accept of a grant and release of the same premisses to them, their heirs and assigns for ever. In witness, &c.

A Release and confirmation of the precedent Lands.

THis Indenture made the, &c. day of, &c. in the year of our Lord God, according to the account used in *England*, 1658. Between W.S. of, &c. in the County of, &c. Esquire and Doctor in Divinity of the one part, and S.M. and C.D. of, &c. in the County of, &c. Gent. of the other part. Whereas the said W.S. by Indenture bearing date the, &c. day of this instant moneth of, &c. for the consideration therein expressed, did bargain and sell unto the said S.M. and C.D. all those lands, tenements and hereditaments, with their and every of their appurtenances, commonly called or known by the name of &c. containing by estimation six hundred and thirty acres, be the same more or less, scituate, lying and being in the Towns, Villages and Hamlets of T. and M. in the said County of, &c. or one of them, together with all other lands, tenements and hereditaments heretofore of Sir S.W. deceased, and now or late of the said S.W. that are scituate, lying and being in the Towns, Villages and Hamlets of G. and S. aforesaid, or either of them) and also the reversion and reversions, remainder and remainders of the said lands, tenements and premisses, and every

part

part thereof. To have and to hold the said lands, tenements and premisses, with the appurtenances, unto the said S.M. and C.D. their Executors, administrators and assigns, from the day next before the date of the said recited Indenture, unto the end and term of one year from thence next following; To the intent, that by vertue thereof, and of the statute for transferring uses into possession, the said S.M. and C.D. might be in the actual possession of the said lands, tenements and premisses, and be enabled to accept of, and take a grant and release of the reversion and inheritance thereof to them and their heirs, to the use of them, their heirs and assigns for ever, as by the said recited Indenture, more at large appeareth. Now this Indenture witnesseth, that the said S.W. as well for and in consideration of the sum of, &c. of lawful money of *England* paid and secured to be paid by the said S.M. and C.D. to several persons, by the direction and appointment of the said S. W. and for some of his debts, wherewith the said lands and premisses stood charged and lyable: That is to say, three thousand pounds, part thereof to F.R. Esquire, and C.L. Citizen and Mercer of *London*, in satisfaction and discharge of the money due to them, by and upon a grant and conveyance thereof heretofore made of the said lands and premisses by the said W.S. and R.I. Esquire to the said F.R. and C.L. and their heirs, and, &c. residue of the said sum of, &c. to Sir C.C. and Sir P.F. in satisfaction and discharge of their right and estate which they had, of, and in the premisses by a grant and conveyance of the said S.W. before this time made to them and their heirs. As also in consideration of a competent sum of money by the said S.M. and C.D. to the said S.W. in hand paid, whereof he doth hereby acknowledg the receipt hath granted, remised, released and confirmed, and doth by these presents grant, remise, release and confirm unto the said S.M. and C.D. in their actual possession now being (by vertue of the said recited Indenture of bargain and sale made to them of a year, and of the said statute) and to their heirs and assigns, the aforesaid lands, tenements, hereditaments and premisses, with the appurtenances; and all the estate, right, title, interest, claim and demand whatsoever of the said S.W. of, in, and to the same and every part thereof; and the reversion and reversions, remainder and remainders thereof, and of every part thereof. To have and to hold the said lands, tenements, hereditaments and premisses, with the appurtenances unto the said S.M. and C.D. their heirs and assigns for ever, to the only use and behoof of the said S.M.

and

and C.D. their heirs and assigns for ever. And the said S.W. for himself, his heirs, executors administrators and assigns, doth covenant and grant, to and with the said S.M. and C. D. their heirs and assigns by these presents in manner and form following: That is to say, that the said S. M and C.D. their heris and assigns, shall and may from time to time, and at all times for ever hereafter peaceably and quietly have, hold and enjoy the aforesaid lands, tenements and premisses, with the appurtenances before herein mentioned to be granted, without any let, trouble, molestation or interruption of the said S.W. or of his heirs, or of any other person or persons whatsoever, having or lawfully claiming to have any estate, right, title, interest, term, claim or demand, of, in, and to the same, and every or any part thereof, and that freed, acquitted and discharged, or well and sufficiently saved and kept harmless by the said S.W. his heirs, executors, administrators and assigns of, and from all former and other grants, bargains, sales, feoffments, mortgages, joyntures, dowers, leases, estates, Statute-Merchant, and of the staple recognizances, judgements, executions, post-fines, issues, amerciaments, rent-charge and seck, all arrerages of rents, and of, and from all other titles, troubles charges and incumbrances whatsoever, had, made, committed, suffered or done by the said S. W. or by any other person or persons whatsoever (except one conditional grant of the premisses heretofore made by the said VV.S. and E.I. Esq; to F.R. Esq; and C.I Citizen and Grocer of *London*, their heirs and assigns, by way of Mort-gage for security of payment of a sum of money therein mentioned. And also that the said S. VV. Sir C.C. and Dame E. his VViſe, and S.VV. Esq; and C. his wife, the said C. and E. being Sisters and co-heirs of S. C. Esq; deceased, their heirs and assigns and all and every other person or persons having or lawfully claiming to have any estate, right, title, interest, claim or demand, of, in, or to the said Lands, Tenements and premisses hereby granted, or any part thereof, shall and will from time to time, and at all times hereafter, at the reasonable request, and at the Costs and Charges in the law of the said S.M. and C.D. their Heirs and Assigns: make, do, acknowledge, levy, suffer and execute, and cause and suffer to be made, done, acknowledged, levied, suffered and executed all and every such other and further acts, things, devices and assurances in the Law whatsoever of the said Lands, Tenements and premisses before herein mentioned to be granted, with the appurtenances, unto the said *S.M.* and C.D. their Heirs and Assigns,

be

be it by fine, feoffment, deed or deeds, enrolled or not enrolled, recovery with voucher or vouchers over release and confirmation, or by all or any of them, or by any other reasonable assurance in the law, as by the counsel learned in the Law of the said S.M. and C. D. their heirs or assigns, shall be reasonably devised or advised and required, the which said further assurance and assurances so to be had and made, shall be and shall endure, to the only use and behoof of the said S.M. and C. D. their heirs and assigns for ever, and to no other use or uses; intents or purposes whatsoever. In witness whereof, the said parties to these presents, their hands and seals interchangeably have set the day and year first above written.

Note, that this Conveyance of Lease and Release is much in use, and works without the formal act of livery and seisin.

Note also, that if you leave out the recital in the Release, and put in the word Enfeoffe in the Grant, then the Release works alone without the Lease with livery.

A Release from an Executor to two Creditors of the Testator of all debts.

BE it known unto all men by these presents, That I. C. B. Citizen and Mercer of, &c. executor of the last Will and Testament of E. G. late Citizen and Haberdasher of, &c. deceased, have remised and released, and by these presents for me, my heirs, executors and administrators, do remise, release, and for ever quit-claim unto C. R. of, &c. in the Province of, &c. in the parts beyond the Seas, Haberdasher, and C. I. of, &c. Gent. and unto either of them, all and all manner of actions suits, debts, debates, accompts, reckonings, bills, bonds, writings, obligatory covenants, judgments, extents, executions, claims, duties, and all other demands whatsoever, which of or against the said C. R and C. I. or either of them, their or either of their heirs, executors or administrators, or any of them, ever I have had, now have, or hereafter shall or may have by force and vertue of the execution of the last Will and Testament aforesaid, or by reason, force, colour or means of any other act, matter, cause, deed, or thing whatsoever it be, from the beginning of the world until the day of the date of these presents. In witness whereof I have hereunto set my hand and seal the, &c. day of, &c.

A

A Release with an exception of some Bonds, &c.

KNow all men by these presents, That I. W. H. Citizen and Marchant-Taylor of, &c. have remised, released and discharged, and by these presents do for me, my executors and administrators, remise, release and discharge unto R. C. of, &c. Barber-Chirurgion, all and all manner of debts, sums of money and demands, bills and bonds whatsoever, between me the said W. H. and the said R. C. for any matter or thing whatsoever before the day of the date hereof, excepting two bills, bearing date the, &c. day of, &c. the one for payment of five pounds on the, &c. day of, &c. next coming; and the other for payment of five pounds on the, &c. day of, &c. now next coming. In witness whereof I have hereunto set my hand and seal the, &c. day of, &c.

A Release from two Partners to two Debtors.

KNow all men by these presents. That we P. E. and L. T. Citizens and Merchant Taylors of, &c. have remised, released and quit claimed, and by these presents for us, our heirs, executors and administrators, joyntly and severally do remise, release and quit-claim unto C. R. of, &c. in the Province of, &c. in the parts beyond the Seas, Haberdasher, and unto C. H. brother of the said R. and to either of them, all and all manner of actions, suits, debts, bills, bonds, reckonings, accounts, and all other matters, causes, things and demands whatsoever between us the said P. E. and L. T. or either of us, and the said C. R. and C. H. or either of them, for any matter or thing whatsoever at any time or times, before the day of the date of these presents. In witness whereof we have hereunto set our hands and seals the, &c. day of, &c. in the year of our Lord God, &c.

Sealed and delivered in the presence of

A Grant of the Stewardship of a Mannor during pleasure.

TO all Christian people to whom this present writing shall come, I. P. I. of the *Middle Temple*, *London*, Esquire send greeting in our Lord God everlasting. Know ye, that I. the said

said P.I. Have given and granted, and by this my present Writing, do give and grant unto B. I. of, &c. in the County of &c. Gent. the Office of Steward and Stewardship of all that the Mannor of, &c. and of the hundred of, &c. in the County of, &c. and also the Custody and keeping of Courts Leets, and other Courts of, and within the said Mannor and hundred, together also with all fees and profits thereunto belonging, to have, hold and enjoy the same to him the said B.I by himself or his sufficient Deputy, for and during my will and pleasure. In witness whereof I the said P.I have hereunto set my hand and Seal, dated the, &c. day of, &c.

Sealed and delivered in the presence of

An agreement of Creditors to take their Debts by four several payments, and abate all interest.

WE the Creditors of C. H. whose names are hereunder subscribed, are all content, and do every one of us severally and respectively for himself agree and promise to take and accept of such principal debts as are due unto us from the said C.H. at such four dayes of payment as is hereafter mentioned (the said payments to be made by even and equal portions) That is to say, one fourth part of our said several debts on or before the, &c. day of, &c. next coming; one other fourth part thereof on the, &c. day of &c. now next also ensuing; one other fourth part thereof on the &c. day of, &c. which shall be in the year of our Lord God, &c. and the reduc of our said several debts being the last and fourth part on the &c. day of, &c. which shall be in the year of our Lord God, &c. in full payment and satisfaction of our said debts: and upon the said C.H. making the first payment, and giving us respectively his bonds or bills for the three last payments, according to this agreement, we will deliver up our old securities and discharge him thereof. Witness our hands the, &c. day of, &c.

A lease of a side of a Shop and other conveniencies, with a grant of goods and wares, according to a schedule annexed.

THis Indenture made the, &c. day of, &c. Between E.H. Citizen and Stationer of, &c. on the one part, and H.T. of the same City Stationer on the other part, Witnesseth that the said E.H. for and in consideration of the yearly rent hereafter in and by these presents reserved to be paid, hath demised, granted, and to farm-letten, and by these presents doth demise, grant, and to farm-let unto the said H.T. all that part of the Shop now in the occupation of the said E.H. being the West-side of the same Shop, and also the ware-house at the end of the same Shop, which said ware-house abutteth upon the South-end of that part of the said Shop which now is in the occupation of A.R. as the same demised part of the said Shop, and also the said demised ware-house now are in the occupation of him the said T.H. and parcel of his dwelling house, called, or known by the name or sign of the, &c. in, &c. scituate in the Parish of, &c. And the said E.H. for the consideration aforesaid, doth further grant unto the said H.T. free liberty and passage from and out of the said Shop into the yard belonging to the said Messuage, in, by, and through the entry there at all seasonable and convenient times to draw and use water at the Cistern standing in the said yard, and for any other convenience, and also room in the Celler belonging to the said Messuage, to set Ink in pots or tubs there, and to carry and fetch away the same, as occasion shall be from time to time, doing as little harm thereby as may be; To have and to hold the said West-side of the said Shop, and also the said Ware-house with free use of room, liberty and passage as aforesaid, unto the said H.T. his Executors, Administrators and Assigns, from the day of the date of these presents, unto the full end and term of seven years from thence next ensuing and fully to be compleat and ended, yielding and paying therefore yearly during the said term unto the said E.H. his Executors, Administrators and Assigns, the sum of twenty pounds of lawful money of England at the Feasts of, &c. by even and equal portions; and if it shall happen the said yearly rent of twenty pounds to be behind or unpaid in part or in all, by the space of fourteen dayes next after either of the same Feasts, at which the said ought to be paid as aforesaid being lawfully demanded) That then and from thence-forth, it shall and may be lawful to and for the said E.H. his Executors, Administrators and Assigns, into the said demised premisses to re-enter, and the same to have again, re-possess and re-enjoy, as in his former estate, any thing therein contained to the contrary notwithstanding: And the said E.H. doth hereby cove-

nant

want and grant to and with the said H.T. That he the said E. or any other by his leave, sufferance or title, shall not, neither will during the said term, sell or cause or procure to be sold or vended in the said East-side, or part of the said Shop now in the said A.B. his occupation, any wares or commodities whatsoever belonging to the Trade of a Stationer, or which the said E.H. usually selleth or hath sold in the said now demised part of the same Shop (excepting all manner of printed Books) And the said E.H. for and in consideration of the sum of One hundred thirty five pounds six shillings and eleven pence of lawful money of England to him in hand paid by the said H.T. before the ensealing and delivery of these presents, whereof he the said E. doth hereby acknowledge the receipt, hath bargained and sold, and by these presents doth bargain, sell assign, set over and deliver unto the said H.T. all and singular the compters, shelves, boxes, drawers, goods, chattels and wares of him the said E.H. being and remaining in and about the said demised premisses, and which are mentioned and expressed in a Schedule or Inventory to these presents annexed, to have hold, enjoy, retain, keep and dispose of the said compters, shelves, boxes, drawers, goods, chattles and wares, and every of them, and every part or parcel of the same unto the said H.T. to the only proper use and behoof of him the said H. his executors and administrators, without any let, denyal, molestation or interruption of the said E. H. or of any other by or through his means, consent, title or procurement: And the said H.T. doth hereby covenant and grant, to and with the said E. H. that he the said H. his executors or assigns, shall and will at the end of the said term, leave the said compters, shelves, drawers and boxes, in the same place where they now stand, if the said E. will then pay for the same unto the said H. the sum of eight pounds of good and lawful English money. In witness whereof the parties first above-named, have to these presents interchangeably set their hands and seals the day and year first above-written.

A Declaration of one, whose name is used in trust in an Obligation.

WHereas in and by one Obligation bearing date with these presents, G.H. Citizen and Girdler of *London*, standeth bound to me I. K. Citizen and Girdler of *London*, in the sum of one hundred pounds, conditioned for payment of one and fifty pounds and ten shillings, on the &c. day of, &c. now next ensuing, as thereby appears. Now I the said I.K. do hereby acknowledg and declare, that the moneys lent upon the said obligation, was all the proper moneys of L. M. of *London* Gent. and that my name is used in

the said obligation only in trust, and for the benefit of him he said L. M. Witness my hand and seal the, &c. day of, &c.

A Presentation to a Living by one who had the next donation granted to him by the Patron, according to the latest form.

TO the right Honourable the Commissioners for approbation of publick Preachers. I. A. B of C. in the County of D. Gent. present to you E. F. Clerk, to the Rectory of G. in the said County, with all the profits thereunto belonging; By the Resignation (or by the death) of H I. the last incumbent there, being now void, and in my gift, by vertue of a gift and grant thereof to me the said A B. made by K. L. of M. in the said County Esq; the true and undoubted Patron of the same Rectory, by a sufficient writing under his hand and seal, bearing date the, &c. day of, &c last past, by which the said K L. the first and next advowson, nomination, donation, collation, presentation and free disposition of the aforesaid Rectory, with all its rights, members and appurtenances whatsoever, did to me the said A. B. give and grant, desiring you to admit the said E. F. to the said Church and Rectory, and to institute him Rector there: And likewise to invest him with all the rights, members and appurtenances whatsoever thereunto belonging; And that you fully accomplish and fulfill all other the several Acts and things, which your Office Obligeth you to perform herein. Witness my hand and seal the, &c. day of, &c. in the year of our Lord 1658.

A Presentation by a Patron, of the latest form.

TO the Right Honourable the Commissioners for approbation of publick Preachers, I. A. B. of C. in the County of D. Esq; the true and undoubted Patron of the Parish-Church and Rectory of G in the County of H. present unto you I K Clerk to the said Rectory of G. with all the profits thereunto belonging by the resignation or death (*as the case is*) of L. M. the last incumbent there, being now void, and in my gift, desiring you to admit the said I. K. to the said Church and Rectory, and to institute him Rector there, and likewise to invest him with all the rights, members and appurtenances whatsoever thereunto belonging: And that you fully accomplish

accomplish and fulfil all other the several acts and things which your Office obligeth you to perform herein. Witness my hand and seal the, &c.

A deed of feoffment, with a Letter of Attorney to give livery and seisin.

TO all to whom these presents shall come, S. W. of, &c. sendeth greeting. Know ye, that the said S. W. for and in consideration of the sum of 5 s. of lawful money of *England* to them in hand paid by *S.* M and C. D. of &c. whereof the said S. W doth hereby acknowledge the receipt, and of the sum of 5000 *l.* of lawful money paid, and secured to be paid unto and for the use of the said S. W. his Executors or assigns, have granted, enfeoffed and confirmed, and do by these presents grant, enfeoff and confirm unto the said S. M. and C. D. their heirs and assigns, all those Lands, Tenements and Hereditaments, with their and every of their appurtenances, commonly called or known by the names of K. and C. containing by estimation 600 acres, be the same more or less, scituate, lying and being in the Towns, Parishes, Villages and Hamlets of T. and M. in the said County of K. or one of them, together with all other Lands, Tenements and Hereditaments heretofore of S. W. deceased, and late of S. W. and Dr. in Divinity, that are scituate, lying and being in the Towns, Villages and Hamlets of T. and M. aforesaid, or either of them: and also the reversion and reversions, remainder and remainders of the said lands, tenements and premisses, and every part thereof: And also all the estate, right title, interest, claim and demand whatsoever of the said S. W. of, in, and to the same, and every part thereof, to have and to hold the said lands, tenements hereditaments and premisses, with the Appurtenances unto the said *S.* M. and C. D. their Heirs and Assigns for ever, to the only use and behoof of them the said S. M. and C. D. their Heirs and Assigns for ever: And the said S. W. doth by these presents Make, Constitute, Ordain. Authorize and Appoint F. L. of, &c. in the said County of, &c. and G. M. of, &c. in the said County of, &c. their true and lawful Atturneys for them and in their names and stead joyntly and severally to enter into the said Lands, Tenements and Premisses, or into some part thereof in the name of the whole, and possession thereof, for them and in their names and stead to take, and after such possession so thereof had and taken for them

and in their names and ſtead, to deliver full and peaceable poſſeſſion and ſeiſin of the ſaid lands, tenements and premiſſes, with the appurtenances, or of ſome part thereof, in the name of the whole to the ſaid S. M. and C. D. or one of them, or to their lawful Atturney, according to the form of theſe preſents, ratifying, confirming and allowing all and whatſoever their ſaid Atturneys, or either of them, ſhall do in the premiſſes by vertue of theſe preſents. In witneſs whereof the ſaid S. W. to theſe preſents his hand and ſeal hath ſet the, &c. day of, &c. in the year, &c.

An Indenture to bar an Eſtate-tail.

THis Indenture made the ſeventh day of *October* in the eleventh year of the Reign of our Sovereign Lord *Charles*, by the Grace of God, of *England*, *Scotland*, *France* and *Ireland* King, Defender of the Faith, &c. Between T. B. of W. in the County of B. Yeoman on the one part, and T. M. of H. in the ſaid County Yeoman, and H. H. of H. aforeſaid, in the ſaid County Yeoman, on the other part. Whereas T. B. deceaſed, Grand-father of the ſaid T. B. party to theſe preſents, by his laſt will and teſtament in writing (amongſt other things therein contained, did give and deviſe unto J. B. alſo deceaſed father of the ſaid T. B. party to theſe preſents, and to the heirs male of his body with remainders over, all that his Meſſuage or Tenement with the appurtenances, ſcituate and being in W. in the ſaid County of B. and all that his Cloſe, adjoyning to the ſaid meſſuage or Tenement, and all that acre of Meadow-ground called the long *Hale*, lying in W. Mead, and three yards of Meadow, called the *Elbows* in the ſaid Pariſh of W. and half his arrable Lands, Leyes and Meadow-ground, lying and being in the Pariſh and Fields of W. aforeſaid, and R. or one of them, with their and every of their appurtenances in the ſaid County of B. as by the ſaid laſt Will it doth and may appear, and which premiſſes do contain a Meſſuage with the appurtenances, and one Yard-land by eſtimation, be it more or leſs; And whereas the ſaid T. B. the Grand-father, ſhortly after making the ſaid Will dyed, the ſaid J. B. his ſon, him ſurviving, after which time the ſaid J. B. having iſſue, the ſaid T. B. party to theſe preſents, his eldeſt Son and Heir male, and the ſaid J. B. being ſince alſo dead, by and after whoſe deceaſe the ſaid T. B. party to theſe preſents, now is in actual poſſeſſion of the ſaid Meſſuage or Tenement, Cloſes, Lands,

Recital of a Will.

Lands, Meadows, and Premisses, with the remainders over, as aforesaid. Now this Indenture witnesseth, That the said T. B party to these presents, intending as well to cut off the said estate tail, and to bar the Remainders thereon depending, and to settle the said Messuage or Tenement, Close, Lands, Meadows and Premisses to him the said T. P. party to these presents and his heirs, as also to bar all pretences of right that futurely may or can be made unto all and every or any the said Messuages, Lands, Meadows and Premisses so given to the said J. B. his Father, and since come unto him the said T. B. party to these presents, for that purpose, Doth hereby Covenant and Grant for himself, his Heirs, Executors and Administrators, and for every of them, to and with the said T. M. his Heirs and Assigns by these presents, That he the said T. B. shall and will on and before the Feast of St. *Andrew* the Apostle, now next ensuing the date hereof, in due form of Law, acknowledg and levy one or more Fine or Fines, *Sur cognizance de droit come ceo*, &c. before his Majesties Justices of his Majesties Court of Common-Pleas at *Westminster*, unto the said T. M. of and for the said Messuage or Tenement, Close, and all and every the said Meadows, Lands and Premisses, by the name or names of one Messuage, one Garden, one Orchard, forty acres of Land, six acres of Meadow, six acres of Pasture and Common of Pasture, for all Cattel, with the appurtenances in W. and R. or one of them in the said County of B. or by such other name or names quantity or number of acres, as to the said T. M. or his Council learned; shall seem meet and expedient, To the intent that he the said T. M. shall by force thereof, stand and be seized of the Messuage or Tenement, Close, Lands, Meadows and Premisses until a good and perfect common recovery with a double voucher over may be duly had and executed of and for the said Messuage, or Tenement, Lands, Meadows and Premisses, according to the course of common recoveries for assurance of Lands and Tenements in such cases used. And it is hereby fully declared and agreed by and between all the parties to these presents, That after the said Fine or Fines so to be levied of the said Messuage, Lands, and Premises, as aforesaid, he the said T. M. shall and will permit and suffer him the said H. H. to bring and pursue against him the said T. M. one or more

To cut off the estate-tayl.

Covenant to levy a Fine.

To suffer a Recovery.

Writ or Writs of Entry *sur Disseisin in le post* returnable before his Majesties Justices of his Majesties Court of Common-Pleas at *Westminster*, by which he the said H. H. shall demand against him the said T. M. all and every the said Messuage, Lands, Meadows and Premisses, by the name or names of one Messuage, one Garden, one Orchard, forty acres of Land, six acres of Meadow, six acres of Pasture and Common of Pasture for all Cattel, with the appurtenances in W. and R. or one of them in the said County of B. or by whatsoever other name or names, quantity or number of acres, as to the said H. H. shall seem meet; To which Writ or Writs the said T.T. shall appear *gratis*, and shall enter into the Warranty, and shall vouch to Warranty the said T.B. party to these presents, who also shall appear and enter into the Warranty, and shall vouch over the common vouchee, who also shall appear and enter into the Warranty for the said premisses, and after make default, so that a good and perfect Common Recovery with a double Voucher over, may be duly had and executed of and for the said Messuage or Tenement, Close, Lands, Meadows and Premisses according to the course of Common Recoveries in such cases used. And it is hereby further declared, concluded, expressed and agreed by and between all the parties to these presents, And the true intent and meaning of all the parties to these presents, and of these presents is, That after the said Recovery suffered and executed of and for the said premisses, or any of them, as well the said Recovery, as also the said Fine, and all Fines and Recoveries suffered and levyed, or to be suffered, levyed or acknowledged by or between the said parties to these presents, or any of them, of and for the premisses, or any of them shall be and enure, and hereby, and by all the parties to these presents, are and shall be adjudged, deemed and taken to be and enure, To the only proper use and behoof of the said T.B. partie to these presents, and of his heirs and assigns for ever, And to none other use, intent or purpose whatsoever. In witness whereof the parties abovesaid, &c.

The Declaration of the use.

A Covenant to give security to perform Covenants.

AND lastly, that the said I. S. his executors and Assigns, shall within one year next following, after the beginning of the term hereby granted, put in good Security to the said T.S. his Heirs or Assigns by Obligation, or otherwise for

for the payment of the rent, and performance of the Covenants, hereby to be by him the said I.S. his Executors or Assigns paid or performed. *In witness whereof, &c.*

A re-demise of Lands Mortgaged.

THis Indenture made, &c. Between T.L. of, &c. on the one part, and I.M. of, &c. and G.M. of, &c. on the other part; Whereas the said I.M. and G.M. by their Indenture of Lease, bearing date, &c. for the considerations therein expressed did demise, grant, bargain, set, and to farm-let unto the said T.L. his executors and Assigns, all that the Mannor of L.G. and P. with the appurtenances in the said County of M. and also all Messuages, Houses, Edifices, Buildings, Barns, Stables, Out-houses, Yards, Back-sides, Orchards, Gardens, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Wayes, Wasts Wast-grounds Commont, Commodities, Moors, Marshes, Woods, Wood-grounds, Under-Woods, Waters, Water-courses, Ponds, Pools, Liberties, Fishings, Advowson, and Patronage of the Church of L.G. and P. aforesaid, Rents, Reversions, Services, Escheats, Fines, Amerciaments, Court-leets, Vews of Frankpledge and profits of Courts, and all that to Courts and Leets belongeth, Chattels, Wases, Estrayes, Goods and Chattels of Fellons and Fugitives, Customs, Rights, Jurisdictions, Priviledges, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, with their appurtenances of whatsoever kind, nature or quality soever, or by whatsoever name or names they are called or known by, scituate, lying and being, coming, renewing, arising or growing in L.G and P. aforesaid, H. Y. and Z. or within any of them or elsewhere in the said County of M. to the said M. Messuages, Lands, Tenements, Meadows, Feedings, Pastures and other the Premisses, or to every or any of them in any wise belonging or appertaining, or incident, or dependant thereunto, or as part, parcel or member thereof, or at any time thentofore known, accepted, taken, used, demised or reputed as part, parcel or member thereof, or of any part thereof, with their and every of their Rights, Members and Appurtenances. *To have and to hold* the said Mannors, Messuages, Lands, Tenements, Meadows, Pastures, Advowsons, and all other the premisses, with their and every of their rights and appurtenances unto the *Recital of the mortgage,*

said

said T.L. his Executors and Assigns, for the term of 98 years next ensuing the date of the said recited Indenture of Lease, fully to be compleat and ended, by and under the yearly rent of a pepper-corn at the Annunciation of our Lady *St. Mary* the Virgin, if it were lawfully demanded, as by the said recited Indenture of Lease, amongst other things therein contained, it doth and may appear. Now this Indenture witnesseth, That the said T.L. for divers good causes and considerations him moving, Hath demised, set and to farm-letten, and by these presents doth demise, let and to farmlet unto the said I. M. and G. M. their Executors and Assigns, the said Mannor, Messuages, Lands, Tenements, Meadows, Pastures, Advowsons, and all other the Premisses, with their and every of their appurtenances in the said recited Indenture of Lease mentioned, To have and to hold the said Mannor, and all other the premisses, with their and every of their appurtenances unto the said I.M and G.M. their Executors and Assigns for the Term of 98 years and 10 moneths next ensuing the date thereof: Yeilding and paying therefore yearly, during the said term unto the said T. L. his executors and assigns, one Pepper-corn at the Feast of, &c. if it be demanded. Provided alwayes, and upon Condition, that if the said I.M. and G.M. their Heirs, Executors, Administrators and Assigns, or some of them, shall not well and truly pay, or cause to be paid unto the said T.L. his Executor or Assigns, the sum of xx. pounds of currant money of *England*, on and upon the twenty fifth day of M. next ensuing the date hereof, and also the sum of 500 pounds of currant money of *England*, on and upon the twenty fifth day of M. which shall be in the year of our Lord God, 1632. that then from and after default of payment of the said several sums, or either of them, or of any part of them, or either of them, this Indenture of Lease, and all and every matter and thing herein contained, shall cease, determine, and be utterly void, to all intents and purposes, this Indenture, or any thing therein contained to the contrary thereof in any wise notwithstanding, the same several payments to be made and paid at or in the now, &c. and that without any demand to be made for the same. And the said I. M. and G.M. for themselves, and either of them, jointly and severally, and for their and

The re-demise.

The Habendum.

Proviso to pay money.

Covenant to re-deliver possession upon failing of payment.

and either of their ſeveral Heirs, Executors and Adminiſtrators, and for every of them, do and doth Covenant, Promiſe and grant to and with the ſaid T. L. his Executors and Aſſigns, and to and with every of them, &c. that in caſe the ſaid I.M and G.M. their Executors, Adminiſtrators and Aſſigns, ſhall fail to pay the ſaid ſeveral ſums of money, or any of them, or any part of them, or either of them at the dayes and times herein before mentioned and appointed for payment thereof, that then they the ſaid I.M. and G.M. their Heirs and Aſſigns, and every and either of them, ſhall and will within, &c. next after default of payment of the ſaid ſums of money, or any, or either of them, or any part of them, or either of them, leave, yield up and deliver unto the ſaid T. L. his Executors and Aſſigns, the peaceable and quiet poſſeſſion of the ſaid Mannor, Meſſuages, Lands, and all other the premiſſes, with their and every o their Rights, Members and Appurtenances.

And to make further aſſurance.

And alſo that the ſaid I. M. and G. M. their Heirs and Aſſigns, ſhall and will from time to time, and at all times, during the ſpace of ſeven years, &c. as in Covenants for farther aſſurance. And the ſaid T.L. for himſelf, That if the ſaid I.M. and G. M. their Heirs and Aſſigns, or any or either of them, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid T.L. his Executors or Aſſigns, the ſaid ſeveral ſums of money herein before mentioned and expreſſed, at the dayes and times in the Proviſo herein before expreſſed and appointed for payment thereof, according to the true intent and meaning of the ſaid Proviſo, That then the ſaid T.L. his Executors and Aſſigns, from and after full payment of the ſeveral ſums of money in form aforeſaid, ſhall and will at the requeſt of the ſaid I.M. and G. M. their Heirs and Aſſigns, deliver up the ſaid recited Indenture, and alſo that part of theſe preſents, which is

Covenant upon payment to Aſſign over all the Leſſors intereſt.

under the hand and ſeal of the ſaid I. M and G.M. And alſo that he the ſaid T.L. his Executors and Aſſigns, ſhall and will permit and ſuffer them the ſaid I. M. and G. M. their heirs and aſſigns, to hold and enjoy the ſaid Mannor and premiſſes, for and until default of payment of the ſaid ſeveral ſums of money, or either or any part of them, ſhall happen to be made by the ſaid I.M. and G.M. their Heirs or Aſſigns, at either of the dayes or times herein before mentioned and appointed for payment thereof. In witneſs, &c.

A

A confirmation of a Mortgage.

TO all Christian People to whom this present writing shall come, R. F. of *London*, son and heir of W. F. late of L. in the Parish of P. R. in the County of B. Yeoman deceased, sendeth greeting in our Lord God everlasting. Whereas the said W. F. by his Indenture of Lease bearing date, &c. made between the said W. F. by the name of W. F. of L. in the Parish of P. R. in the County of B. Yeoman, on the one part, and T. F. then of W. A. in the Parish of H. in the said County of B. Husbandman, on the other part: for and in consideration of the sum of 50 *l.* of currant money of *England* to him the said W. F. by the said T. F. in hand paid, and for other considerations him moving, did demise, grant and to farmlet unto the said T. F. his Executor, and Assigns, all that Messuage or Tenement, wherein he the said W. F. did then dwell with the appurtenances, scituate lying and being in L. aforesaid, within the Parish of P. R. in the C. of B. and also all and singular the Cottages, Houses, Barns, Stables, Buildings, Edifices, Yards, Back-sides, Orchards Gardens and Easments to the said Messuage or Tenement belonging, or in any wise appertaining. And also all those two Closes, &c. and also all Woods, Under-woods, timber and Trees, quick-mounds, hedges, ditches, fences, hades and blanks whatsoever, standing, growing, or being in or upon the premisses, or any part or parcel thereof, or to the same premisses or to any part or parcel thereof belonging, or in any wise appertaining together with all Commons, Common of Pasture, Commodities, Profits and Appurtenances whatsoever, and all other lands, tenements and hereditaments whatsoever, to the said Messuage or tenement, and other the premisses, or to any of them belonging, or in any wise appertaining, and the Reversion and Reversions, Rent and Rents of all and singular the premisses, and of every part and parcel thereof, *to have and to hold* the said Messuage or Tenement, Houses, Closes, arrable Lands, woods Underwoods, Commons, Commodities, and all other the premisses, and every part and parcel thereof, with their appurtenances unto the said T. F. his executors, Administrators and Assigns from the Feast of, &c. next coming after the date of the said recited Indenture, unto the end and term, and for and during the term of 500 years from thence next ensuing fully to be compleat and ended, and without impeachment of, or for any manner of Waste, by and under the yearly Rent of 1 *l.* at the Feast of, &c. only if it were lawfully demanded; Nevertheless with Proviso in the said recited In-

in denture contained, and hereafter belonging (*viz.*) Provided alwaies, and it is Covenanted, granted, concluded and fully agreed by and between the parties to the said Indenture. That if the said W. F. his Heirs, Executors, Administrators or Assigns or any of them, do and shall well and truly content, satisfie and pay, or cause to be paid unto the said T. F. his Executors. Administrators or assigns, the full sum of 50 l. of lawful money of E. on and upon the twenty sixth day of M. next coming after the date of the said recited Indenture, at the then dwelling house of the said T. F at, &c. without fraud or deceit, That then at all times thenceforth, from and after full payment made of the said sum of 50. *l.* as aforesaid, the said Indenture, Lease, Demise and Grant, and all and every other Covenant, Grant and Articles therein contained, should cease, determine, and be utterly void and of none effect, to all intents and purposes; and that then, and at all times from thenceforth, it should be lawful for the said W. F. his Heirs and assigns into the said premisses to re-enter, and the same to have again as in and by the said recited Indenture, &c. appeareth. And whereas the said W. F. did not pay nor cause the said sum of 50. *l.* to be paid, neither is the same yet paid unto the said T. F. according to the Proviso or Condition in the said recited Indenture of Lease mentioned, by reason whereof all the said Messuage and Premisses became absolutely forfeited unto the said T. F. for all the said term of 500 years in the said recited Indent mentioned. Now these presents witness, That the said R. F. being Son and Heir of the said W. F. deceased, for and in consideration of the sum of 28 *l.* more of currant money of E. to him in hand paid, &c. and for other good causes and considerations him moving hath, & hereby doth absolutely grant, ratifie and confirm the foresaid Lease, and all the estate and term for years therein and thereby demised and granted, or mentioned to be demised and granted. And also doth hereby fully and absolutely release the said Condition, and all and every Condition and Conditions whatsoever in the said recited Indenture of Lease contained. And also the said R. F. for the consideration aforesaid, doth hereby grant, demise, confirm and assure unto the said T. F. his Executors, Administrators and Assigns, the aforesaid Messuages or Tenement, Cottage, Closes, Lands, and all other the premisses, for all the foresaid term and number of 500 years by the said recited Indenture of Lease demised or thereby mentioned to be demised, and doth also hereby grant and release unto the said T. F. his Executors and Assigns, the foresaid yearly rent of 1. *l.*

by

by the said recited Indenture reserved and all the arrearages thereof, *To have and to hold* all the said Messuage or Tenement, Cottages, Closes, Lands, and all other the Premisses, with their and every of their appurtenances in the said recited Indenture mentioned, and the said yearly rent unto the said T. F. his Executors, Administrators and Assigns for and during all the rest and residue of the said term and number of 500 years in the said recited Indenture of Lease mentioned, and now to come and unexpired, freely and absolutely without any Proviso or Condition whatsoever. *Cum Covenantis pro precata fruitione, & ab Incumbram, & ulterior Assurand.* In witness whereof, &c.

An Indenture upon Marriage, and for setling Lands to uses: and a Declaration of a Fine levyed to those uses.

THis Indenture made, &c. Between I. S. Esq; second son of the Right Honourable H. E. of W. on the one part, and A. Lady D. of, &c. and Sir T. W. of, &c. on the other part: Whereas the said E. and A. his wife, in the County of W. are now seized for the term of their lives, and for the life of the longer liver of them, of and in all that the Mannor of C. and the lands, tenements, and hereditaments, called C. P. and of the Borough of C. and of the advowson and free gift of the Parsonage of the Church of C. with all and singular the rights, members and appurtenances thereof in the C. of D. and of divers Messuages, Lands, Tenements, Rents, Woods, wood-grounds and hereditaments to the said Mannor, and premisses belonging or appertaining, without Impeachment of wast, the Reversion or Remainder thereof to the said I. S. and the Heirs of the body of the said I. S. lawfully to be begotten. And for want of such issue the Remainder to the right heirs of the body of the said E. and C. And for want of heirs issuing of the body of the said E. and C. the Remainder then to the right and next heirs of the said C. for ever. And whereas there is a Marriage by Gods Grace intended shortly to be had and solemnized between E. Lord H. son and heir apparent of the said E. and C. and E. D. sole daughter of the said A. Lady D. they the said E. and C. and the said I. S. for setling of the inheritance of the said M. and premisses to the uses hereafter expressed and declared, have this present time of the holy Trinity in the year

Recital of being seized.

Recital of the Marriage.

yeare above-said acknowledged and levyed one Fine in due form of Law before his Majesties Justices of his Court of Common-Pleas at *Westminster*, unto the said A. Lady D. and Sir T. W. and to the Heirs of the said A. Lady D. amongst other Mannors, Lands, Tenements and Hereditaments in the said Fine contained, of and for all that the said Mannor of C. with the appurtenances, And of all Lands, Tenements, Meadows, Pastures, Feedings, Commons, Woods, Wood-grounds, Wasts, Moors, Heaths, Liberties, Franchises, Jurisdictions, Advowsons, Presentations, Emoluments and Hereditaments whatsoever to the said Mannor and premisses, or any part or parcel thereof belonging or appertaining, or accepted, reputed, taken, known or demised, letten, used, occupied or enjoyed, as part, parcel or member thereof, or any part thereof. And whereas the said E. and C. by Indenture tripartite under their Hands and Seals, dated with these presents, have expressed and declared that the said Fine so levied of and for the said Mannor of C. and premisses herein contained, should be and enure to the use and behoof of them the said E. and C. for and during the term of their two lives, and the life of the longer liver of them, without Impeachment of or for any manner of wast, and from and after their decease, and of the Survivor of them, the Remainder thereof to the use of the said E. Lord H. during the term of his natural life, and from and after his decease, the Remainder thereof to the Heirs males of the body of the said E. Lord H. to be begotten on the body of the said E. the Remainder thereof to the right Heirs of the said C. as by the said Fine and recited Indenture, purporting and declaring the use aforesaid, it doth and may appear. Now this Indenture witnesseth, and it is hereby covenanted, concluded, declared and agreed by and between all the parties to these presents, and the true intent and meaning of the said I. S. and of all the parties to these presents, and to the said Fine at the time of levying thereof, for and concerning the said Mannor of C. with the rights, members and appurtenances thereof, was, and now is, that the said Fine should be and enure, and hereby, and by all the parties to these presents, is declared and expressed to be and enure, and the Cognizees of the said Fine, and their heirs shall stand and be seized of the said Mannor of C. with the Rights, Members and Appurtenances thereof: To the uses

Recital of the Fine.

Intention of Parties.

uses, intents and purposes hereafter expressed, limited and declared, that is to say, To the use and behoof of them the said Earl and Countess for and during their two lives, and the life of the longer liver of them, without impeachment of any mannor of waste. And from and after their decease, and of the Survivor of them, the Remainder thereof to the use of the said E. Lord H. Son and Heir apparent of the said F. for and during the term of his natural life; And from and after his decease, the Remainder thereof to the heirs males of the body of the said E. Lord H. to be begotten on the said E. D. his intended Wife, and in default of such heirs males, then to the use of the heirs of the body of the said E. Lord H. to be begotten on the body of the said E. D. the Remainder thereof to the right heirs of the said C. and to none other use, intent or purpose. Provided always, and the true intent and meaning of all the parties to these presents, is, and was, at the time of levying the said Fine, That it shall and may be lawful to and for the said E. and C. during their joint lives, and for the Survivor of them at all times, and from time to time, to make any lease or leases of all or any of the said Mannor and Premisses, of any part or parcel thereof, to any person or persons for 21 years in possession, or under, or for three lives in possession, or under; and not otherwise, or in other manner, so as upon every such Lease so to be made, the usual and old accustomed Rent, or more be reserved and appointed to be payable yearly, during the said term or terms, to such person or persons, as by force of these presents, or of the said Fine, or recited Indenture, or any of them, shall or ought after the decease of the said E. and C. to have immediate Reversion or Remainder thereof. In witness whereof, &c.

To the uses.

Proviso to make Leases.

A Declaration of the use of a Fine and Recovery.

THis Indenture made, &c. Between the Right Honourable T. L. W. on the one part, and the Right Honourable W. L. P. Sir N. F and T. A. on the other part; whereas, &c. reciting a Fine and Recovery suffered in the Term of, &c. of these Mannors, &c. by the name or names of, &c. Now this Indenture witnesseth, that the true intent and meaning of the said L. Lord W. and of the said Recoverer, and of all the parties to the said

The recital of the Fine and Recovery.

said Recovery, and every of them, and to these Presents before and at the several and respective times of the suffering of the said Recovery, for touching and concerning the said Mannors, Lands, Tenements, Hereditaments and Premisses, and every of them, whereof the said Recovery was suffered and had, alwales was, and now is: That the said Recovery should, and shall be, and enure, and be construed, adjudged, deemed and taken to be and enure, and that the said recoverors and every of them, and all the parties to the same, and the party-takers thereby and their heirs, and all and every other person or persons, and his and their heirs who then were, or now are, or hereafter shall be seized of the said Mannors, Lands, Tenements, Hereditaments and Premisses, or of any part thereof, or any of them should and shall stand and be seized of the same Mannors, Lands, Tenements, Hereditaments and Premisses, and every parcel thereof with the appurtenances, to the uses, purposes and intents, and under the Provisions, Conditions and Limitations hereafter in these presents expressed, specified, limited and declared, and to no other use, intent or purpose. And the said T. Lord W. doth hereby limit, expresly, declare and appoint that all the same Mannors, Lands, Tenements, Hereditaments and Premisses, shall be and remain to the several uses, purposes and intents hereafter in these presents expressed (that is to say) to the use and behoof of the said T. Lord W. and his assigns, for and during the term of his natural life without Impeachment, of or for any manner of waste, and from and after the decease of the said T. Lord W. then to the use of the said W. Lord P. Sir N. F. and T. V. their Heirs and Assigns for ever: for and to this intent and purpose, that they the said, &c. and their Heirs, and the Survivor and Survivors of them, and his and their heirs, shall and will bargain, sell, or otherwise dispose of the same, for and towards the payment, satisfaction and discharge of such Debts and Sums of money as the said T. Lord W. doth now owe, or which he shall owe at the time of his death to any person or persons, and for the discharging of such person and persons as do now stand, or which at the time of the death of the said T. Lord W. shall stand bound or engaged for or with the said T. Lord W. for the same debts, or sums of money or any of them, and also for the satisfaction, pay-

The intent of the Parties at the execution of such Fine and Recovery.

The Uses.

For payment of Debts.

payment and discharge of all such sum or sums which the said T. Lord W. hath or hereafter shall take up, borrow or receive, for or in consideration of which he hath heretofore granted, or hereafter shall grant any Annuity or Annuities, Rent or Rents-charge, issuing or to be issuing, or payable out of the same Mannors, Lands, Tenements, Hereditaments and premisses, or any of them, or out of any of the Mannors, Lands, Tenements, or Hereditaments of the said T. Lord W. in the Territories of *England*, whereby the same Rent or Rents-charge, shall and may be determined. And also for and towards the payment and discharge of the funeral charges and expences of the said T. Lord W. and of the legacies and bequests which the said T. Lord W. by his last Will and Testament in writing, to be sealed, subscribed and published by him before three sufficient witnesses, shall give and bequeath to any person or persons, or to any use or uses, or so much of such sum and sums of money, debts, funeral expences and Legacies, as the value of the said Mannors, lands and tenements (to be sold) as aforesaid shall amount unto. And that if any over-plus shall be of the value of the same Mannors, lands, tenements, hereditaments and premisses, more than shall be or will be sufficient to satisfie and discharge all the same debts, sums of money, funeral charges, Legacies and bequests, that then the said, &c. their Heirs, Executors or Administrators, shall and will pay and deliver the same over-plus, which shall remain of the Sale, or value of the said Mannors, Lands Tenements, Hereditaments and Premisses, unto such person or persons to whom the said Lord W. shall by his last Will in Writing in presence of two witnesses at least, appoint the said lands and premisses to come after his death. And further upon this trust and confidence reposed in the said, &c and their heirs that if the said person to whom the premisses shall be limited or appointed to come after the said Lord W. his death as aforesaid, then if such persons, his Heirs, Executors, Administrators or Assigns, shall within two years next after the death of the said T. Lord W. well and truly satisfie, pay and discharge all the aforesaid debts, sums of money, funeral charges, legacies, and bequests which by the true intent and meaning of these presents are limited, expressed or intended to be paid for, out of, or in respect of the said mannors, lands,

And Legacies.

The Disposal of the overplus.

Parties trusted to give security to dispose of the Premisses accordingly.

lands, tenements, hereditaments and Premiſſes, or ſhall give or make to the ſaid, &c. or the Survivors or Survivor of them, or to the heirs, executors or adminiſtrators of the Survivors or Survivor of them, good and ſufficient ſecurity for the payment of all the ſaid debts, ſum and ſums of money, funeral charges, gifts, Legacies and bequeſts, which by the true intent and meaning of theſe preſents, are before expreſſed to be paid, the ſame ſecurity to be approved and allowed of by one of the Lords, &c. for the time being, and any two of the Juſtices for the time being of the Courts of Kings Bench or Common-Pleas, that then the ſaid W. Lord P. &c. and their heirs, and the Survivor and Survivors of them, and his and their heirs and aſſigns, ſhall and will at the coſts and charges in the Law of ſuch perſon or perſons to whom the ſaid T. Lord W. ſhall as aforeſaid appoint or limit the premiſſes to come after his death, his heirs or aſſigns, convey and aſſure the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances, to ſuch perſon or perſons, his and their heirs and aſſigns, by ſuch good and ſufficient Conveyance and Aſſurance in the Law with ſeveral and reſpective Warranty, only by every of them the ſaid W. Lord P. &c. ſeverally or reſpectively againſt themſelves, and their ſeveral and reſpective heirs, as by ſuch perſon or perſons, his or their heirs or aſſigns, or his or their Counſel learned in the Laws of this Land, ſhall be reaſonably deviſed and required, Provided alwaies, and the true intent and meaning of the ſaid T. Lord W. and of all the parties to the ſaid Recovery and other Aſſurance, and of the parties to theſe preſents and every of them, before and at the time of the ſuffering of the ſaid Recovery and other aſſurances, was and yet is, and is ſo hereby expreſſed, publiſhed and declared (notwithſtanding any thing herein before contained:) That it ſhall and may be lawful to and for the ſaid T. Lord W. from time to time, and at all times, &c.

Security to be allowed of by, &c.

A Leaſe to try a Title by Ejectio firmæ.

THis Indenture made, &c. Between T. W. &c. and H. L. of, &c. Witneſſeth, that, he ſaid T. W. for divers and ſundry good cauſes and conſiderations him in this behalf eſpecially moving, hath demiſed, granted and to farm-letten, &c. unto the ſaid H. L. all that Shop, with the Appurtenances, ſometime called or know by the name or ſign of, &c. and now commonly called or known by the name or

ſion of, &c. late in the tenure or occupation of, &c. ſcituate, &c. together with all and ſingular Lights, Eaſments, Commodities and Appurtenances, to the ſame Shop belonging, or in any wiſe appertaining. To have, &c. from the Feaſt of, &c. laſt paſt, &c. Yielding, &c. at, &c. Provided always that if the ſaid T. W. his, &c. do and ſhall at any time or times during the ſaid term of, &c. tender or pay, or cauſe to be paid unto the ſaid H. L. his, &c. twelve pence of lawful *Engliſh* money, at, &c. for and to the intent and purpoſe, to make void and fruſtrate this preſent Leaſe and Demiſe, That then this preſent Leaſe, Demiſe and Grant aforeſaid ſhall ceaſe, determine and be utterly void and of none effect to all intents and purpoſes, as though the ſame had never been made. Any thing herein contained to the contrary thereof in any wiſe notwithſtanding. In witneſs, &c.

Note, A Leaſe of Ejectment muſt Commence a Quarter from a Feaſt or a day paſt.

A Letter of Attorney to ſeal ſuch a Leaſe.

BE it known unto all men by theſe preſents, That I. T. W. &c. have made, ordained, conſtituted, deputed, and in my ſtead and place put, and by theſe preſents, &c. my well beloved, &c. S. W. &c. my true and lawful Attorney, for me and in my ſtead, right, title and name, to enter into and upon all that, &c. naming the, &c. as in the Leaſe, or into or upon any part or parcel of the premiſſes; and the ſame premiſſes with the appurtenances, for me and in my name, and to my uſe to claim, and poſſeſſion thereof, or ſome part thereof in the name of the whole, for me, and in my name to take, and after ſuch poſſeſſion thereof ſo had and taken for me and in my right, ſtead and name to ſeal, and as my Deed to deliver to H. L. upon the premiſſes or ſome part thereof, a certain Writing indented, ſubſcribed with my hand, containing or purporting amongſt other things, the form of a Demiſe of the premiſſes, by or from me the ſaid T. W. to the ſaid H. L. for the term of three years next enſuing from the Feaſts, &c. laſt paſt, &c. holding firm and ſtable all and whatſoever my ſaid Attorney ſhall do or cauſe to be done for me and in my ſtead or name in or about the premiſſes, or any of them by force of theſe preſents. In witneſs, &c.

A Mortgage.

THis Indenture made, &c. Between I.F. and E.F. Widow, on the one part, and I.R. of, &c. on the other part, &c. witnesseth, That the said I.F. and E. F. for, and in consideration of the sum of, &c. to them in hand before the ensealing and delivery of these presents, well and truly paid, wherewith they and every of them, do acknowledg themselves fully satisfied and paid, and thereof, and of every part thereof, do clearly acquit and discharge the said I.R. his heirs, executors and administrators, and every of them for ever by these presents; Have bargained, sold, granted, aliened and confirmed; And by these presents do, &c. unto the said I.R. his heirs and assigns for ever, All that Messuage or Inne called or known by the name of the *New-Inne*, with the backsides, back-yard, and Garden thereunto adjoyning and belonging, scituate, lying and being in H. aforesaid, in the said County of O. on the West side of a certain Street there called the *North-Street*, with all and singular the Houses, Edifices, Buildings, Cellars, Sollers, Gardens, Orchards, Profits, Commodities and Hereditaments whatsoever, to the said Messuage or Tenement called the *New-Inne* belonging or in any wise appertaining, or now accepted, reputed, letten, used or known as part, parcel or member of the same Messuage or Inne, and now being in the holding or occupation of the said E.F. and her assigns, And all the estate, right, title, interest, use, possession, remainder, inheritance, claim and demand whatsoever of the said I.F. and E.F. of, in and to the same messuage or Inne, called the *New-Inne*, and every part and parcel thereof. And also all and every the Deeds, Evidences, Charges, Writings, Escripts and Minuments whatsoever, Concerning only the said bargained premisses, or any part or parcel thereof; and true Copies of all other Deeds, Writings, Evidences and Minuments that do concern the bargained premisses, or any part or parcel thereof joyntly with any other Lands, Tenements or Hereditaments, which they the said I. F. and E.F. now have, or knowing where they are, may lawfully come by without Suit in Law, and all and every the Copies aforesaid, to be Copied and written forth at the coss and charges of the said I.R. his heirs or assigns: They the said I.F and E.F. for them, their heirs, executors and administrators, do covenant, promise and grant by these presents, to and with the said I. R. his Heirs, Executors and Administrators, well and truly to de-

liver or cause to be delivered unto the said I. R. his heirs or assigns, at the now dwelling-house of the said I. R. scituate, &c. within three years next ensuing the date of these presents, whole, safe, uncancelled and undefaced: To have and to hold the said Messuage or Inne called the *New-Inne*, and all other the premisses, with all and singular their appurtenances, before by these presents bargained and sold or mentioned or intended to be hereby bargained or sold, and every part and parcel thereof unto the said I. R. his heirs and assigns for ever, to the only proper use and behoof of the said I. R. his Heirs and Assigns for ever, And the said I. F. and E. F. for them, their heirs, executors and administrators and for every of them, do covenant and grant by these presents, to and with the said I. R. his heirs, executors and administrators, and every of them in form ensuing; That is to say, That they the said I. F. and E F. or one of them, for and notwithstanding any act or thing by them, or either of them done, caused or procured, or by them or either of them to be done, caused or procured to the contrary thereof, now are, or is, and at the execution of the first estate to be had and made of and in the premisses to the said I. R. and his heirs, according to the true intent and meaning of these presents, shall then be solely seized, and very true and lawful owner or owners of the said Messuage or Inne, called the *New-Inne*, and all other the premisses, before by these presents bargained and sold, or mentioned or intended to be bargained and sold of a good, lawful and indefeazible estate in Fee-simple, without any manner of Condition or Limitation of any use or uses, and have now, and at the execution of the said estate, shall then have good right, full power and lawful, and absolute authority to grant, bargain, sell &c. *Cum Covenant. pro exonerat ab Incumbr. & firmiora.* And that he the said I. F. and his heirs, and all and every other person or persons lawfully having, or, claiming to have any manner of estate, right, title, or interest, of, in or to the premisses before by these presents bargained and sold, or mentioned or intended to be bargained and sold with the appurtenances, or of, in or to any part or parcel thereof, by, from or under the said I. F and E. F or either of them, shall from time to time, and at all times for and during the space of five years next ensuing the date hereof, when and as often as they or any of them shall be thereunto reasonably required by the said I. R. his heirs or assigns, or any of them, make, do, suffer, knowledge and

ex-

execute, or cause to be made, done, suffered, knowledged and executed at the costs and charges in the Law of the said I.R. his heirs or assigns, or some or one of them, all and every such further lawful and reasonable act and acts, thing and things, device and devices, assurance and assurances, in the Law whatsoever, for the further, better and more perfect assurances, surety, sure making and conveying of all and singular the premisses, and every part and parcel thereof, with the appurtenances to the said I.R. his heirs and assigns, according to the true intent and meaning of these presents. Be it by Fine, Feoffment, Recovery, Release, Confirmation with Warranty onely against the said I.F. and his heirs, or without Warranty, or by all or any of the aforesaid wayes or meanes, or by any other lawful or reasonable wayes or meanes in the Law whatsoever, without Warranty, or with the like Warranty as aforesaid, as by the said I.R. his heirs or assigns, or any of them, or by his, their, or any of their Council learned in the Laws, shall be lawfully and reasonably devised, advised or required; Provided alwaies, and it is covenanted, concluded, conditioned and agreed by and between the said parties to these presents, That if they the said I.F. and E.F. or either of them, their heirs, executors, administrators and assigns, or any of them, do well and truly content and pay, or cause to be contented and paid to the said I.R. his executors, administrators or assigns, at the now dwelling house of, &c. the sum of, &c. in form ensuing, *viz.* without fraud or guile, That then this present bargain and sale, and all and every Covenant, Grant, Article and thing herein contained, shall to all effects purposes and Constructions, be utterly void, frustrate and of none effect: But if default of payment in any of the dayes of payment aforesaid, in part or in all, contrary to the form above declared, that then this present bargain and sale, and all and every Covenant, Grant, Article and thing herein contained, shall to all effects and purposes stand, remain and abide in its full force and strength, any thing herein before expressed to the contrary thereof in any wise notwithstanding. In witness whereof, &c.

A Conveyance of a Manour.

THis Indenture made, &c. Between R. H. M. his Wife, and I. H. on the one part, and Sir R. D. on the other part, witnesseth: That the said R. H. M. his Wife, and I. H. for and in consideration of the sum of, &c. Have granted, aliened, bargained, sold, infeoffed and confirmed, and by these presents, do joyntly and severally grant, alien, bargain, sell, infeoff, and confirm unto the said Sir R. D. his Heirs and Assigns for ever, All that the Manor or Lordship of R. in the County of O. with the Rights, Members and Appurtenances thereof: And also all and singular Messuages, Houses, Edifices, Buildings, Barns, Stables, Dove-Houses, Yards, Back-sides, Orchards, Gardens, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Wood-grounds, with the soil and ground of the same, Timber and Trees, Waters, Water-courses, Ponds, Pools, Liberties, Fishings, Courts, Leets, Views of Frankpledg, Perquisites and Profits of Courts and Leets, Wayses, Estrayes, Heriots, Fellons Goods and Goods of Fugitives, Rents, Services, Rentsseck, and all other Rents and Services whatsoever reserved upon any Demise or Lease heretofore made of the premisses, or of any part thereof, Wastes, Waste-grounds, Wayes Easments, Passages, Profits, Commons, Commodities, Jurisdictions, Emoluments, Mills, Hereditaments and Appurtenances whatsoever, to the said Manor and Premisses, or any of them belonging, or in any wise appertaining, or reputed to be belonging thereto, or used therewith: And also all that the Advowson, Presentation, and right of Parsonage of the Rectory Church and Chantrey of R. aforesaid: And all Tythes, oblations and obventions whatsoever, belonging to the said Rectory Church or Chantreys of R. aforesaid. And all that Messuage, Tenement or Farm, situate and being in R. aforesaid, now or late in the tenure or occupation of W. C. or his Assigns, called or known by the name of S or by whatsoever other name or names the same is called or known, and all houses, Edifices, Buildings, Barns, Stables, Yards, Back-sides, Orchards, Gardens, Lands, Tenements, Meadows, Pastures, Wayes, Easments, Passages, Profits, Commons, Commodities, Woods, Wood grounds, Timber and Trees, Waters, Water-courses,

Grant of the Manor.

Of an Advowson.

Of a farm.

Emo-

Emoluments, Hereditaments and Appurtenances whatsoever to the said Messuage, Tenement or Farm, and premisses, or any of them belonging, or in any wise appertaining, or reputed to be belonging thereto, or used therewith. And also all those Messuages, Lands, Tenements, and Hereditaments, with their appurtenances called the Chantrey Lands in R. aforesaid. And also all and singular other the Messuages, Cottages, Lands, Tenements, Meadows, Pastures, Feedings, VVoods, VVood-grounds, Rents, Reversions, Services and Hereditaments whatsoever of them the said R. H. M. and I. H. or any or either of them, in or within the Town, Fields, Parishes, Hamlets, Territories or Precincts of R. and B. and I. or any or either of them in the said County of O. And also all the estate, right, title, interest, use, possession, and the Reversion and Reversions, Remainder and Remainders, Rent and Rents, Claim and Demand, whatsoever of them the said R. H. M. and I. H. and every and either of them, of, in and to the said Mannor and Premisses, and of, in and to every part and parcel thereof belonging or in any wise appertaining. And all VVritings, Evidences, Deeds, Charters, Fines, Escripts, Court-rolls, Exemplifications and Minuments whatsoever concerning the said M. and premisses or any part thereof which the said R. H. now hath in his possession, or can conveniently come by without suite in Law; And true Copies of all such VVritings and Evidences, as do concern the same, or any part thereof, with any other lands, tenements or hereditaments, the same Copies and every of them to be Copied and VVritten out, at the costs and charges of the said Sir R. D. his heirs and assigns: All which said VVritings and Evidences the said R. H. doth hereby covenant for him, his heirs and assigns, to and with the said Sir R. D. his heirs and Assigns, to deliver unto him the said Sir R. D. his heirs or assigns, at or before the Feast of St. J. the Apostle, next ensuing the date hereof, safe, whole, uncancelled and undefaced: To have and to hold the said Mannor or Lordship, Advowson, Rectory, Chantrey, Messuages, Tenements, Farm, Lands, Meadows, Pastures, Hereditaments, and all other the premisses, with their and every of their appurtenances unto the said Sir R. D his heirs and assigns, to the only, &c. And the said R. H. for himself, &c. doth covenant, &c. That he the said R. H now is, and at the time of the first executing of an estate of the said Mannor and Premisses,

Of Writings, with a Covenant to deliver them by such a time.

Seized in fee simple.

misses, by force of these presents unto the said Sir R. D. shall be lawfully and absolutely seized in his Demesn, as of Fee-simple to him and his heirs, of and in the said Mannor, Messuages, Lands, Tenements Advowson, Hereditaments and Premisses with their appurtenances, without any manner of Condition or Limitation of any Use or Uses, to alter, change, determine or make void the same, and without any Reversion or Remainder thereof, or of any part thereof in his Kings Majesty, his Heirs or Successors being made or limited by the said R. H. or I. H. his Uncle deceased, whose heir the said R. H. now is; And that he now hath and then shall have good right, full power, and lawful, and absolute authority to grant, bargain, sell and convey the said Mannor, lands and all other the premisses, with the appurtenances unto the said Sir R. D. his heirs and assigns, according to the true intent and meaning of these presents, notwithstanding any act, had, made, done or suffered by the said R. H or the said I. H his said Uncle, or either of them: And that the said Mannor, Messuages, Lands, Advowson, and all other the premisses, with their and every of their appurtenances now are, and so shall and may for ever hereafter remain, continue, and be unto the said Sir R. D. his heirs and assigns free and freely, and clear and clearly acquitted, exonerated and discharged, of and from all and all manner of former and other Gifts, Grants, Leases, Joyntures, Dowers, Uses, Wills, Intails, Annuities, Statutes-Merchant, and of the Staple, Recognizances, Bonds, Judgments, Executions, Extents, Seizures, Condemnations, Rents, Arrerages of Rents, Intrusions, Forfeitures, Mortgages, Fines for Alienation without licence, Debts of Record, Debts to his Majesties estate, Tithes, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered by him the said R. H. or by his Assent, Consent, Act, meanes or procurement, or by I. H. his said Uncle, or either of them.

Power to Alien.

Freed from Incumbrances.

One lease for the term of 20. years to be accounted from the Feast of the Annunciation of our Lady St. *Mary* the Virgin in the year of our Lord God, &c. of parcel of the premisses made by the said R. H. to one I. D. wherein the yearly rent of nine pounds is reserved: One other Lease for the term of 22 years, to be accounted from the Feast of St. *M.* in the eighteenth year of the Reign of our late Soveraign Lord King *James* over

An Exception of Leases.

England

England, &c. of other parcel of the premiſſes made by the ſaid R. H. to one C. O. and whereupon the yearly rent of 20 *l.* is reſerved; One other Leaſe, &c. All which ſaid ſeveral Rents, ſhall from henceforth be due and payable to the ſaid Sir R. D. his heirs and aſſigns, during the ſeveral and reſpective terms aforeſaid. And further, the ſaid R. H. and I. H. for themſelves, &c. do covenant, &c. with the ſaid Sir R. D, &c. That he the ſaid Sir R. D. his heirs and aſſigns, and every of them, ſhall and may for ever hereafter quietly and peaceably have, hold, occupy, poſſeſs and enjoy the ſaid M. Farm, Advowſon, lands and premiſſes, with their and every of their appurtenances, without the let, ſuit, trouble, diſturbance, denyal, moleſtation, interruption, or eviction of them the ſaid R. H. and I. H. or either of them, their or either of their heirs or aſſigns, or any of them, And without the lawful Let, Suit, Trouble, Denyal, Moleſtation, Interruption or Eviction of all and every other perſon or perſons whatſoever, lawfully claiming by, from or under them the ſaid R. H. and I. H. or either of them, their or either of their eſtate, right or title: or by, from or under I. H. deceaſed, Uncle of the ſaid R. H. (except before excepted:) And alſo that they the ſaid R. H. and J. H. parties to theſe preſents, and either of them, their and either of their Heirs and Aſſigns, and M. now the wife of the ſaid R. H. and every of them ſhall and will from time to time, and at all times hereafter, &c. And it is hereby declared, concluded, &c. That all Fines Feoffments, Recoveries and all other aſſurances whatſoever, had, made, levyed, ſuffered or executed, to be had, made, levyed, ſuffered or executed, by or between the ſaid parties to theſe preſents, or any of them, of the ſaid M. and premiſſes, or of any of them ſhall be and enure, and hereby and by all the parties to theſe preſents, are agreed to be and enure, To the only proper uſe and behoof of the ſaid Sir R. D. and of his, &c. and to none other uſe, intent or purpoſe whatſoever: In witneſs, &c.

Covenant for quiet enjoying.

For further aſſurance.

Sir Alex. D. being seized of the Manour of B. in Com. O. for life, with Remainder to his first sonne and his heirs with Remainder to his second son, and so to the tenth son, till the Manour-House, and half the Lands to Sir T. R. which to secure, settles the Manour of C. by the Collateral Deed and Bargain and Sale, ut sequitur.

THis Indenture made the day of, &c. Between Sir A. L. on the one part, and Sir T. R. on the other part. Whereas the said Sir T. R. at the ensealing and delivery of these presents, hath paid unto the said Sir A. D. the sum of 2000 l. of currant money of *England*, in Consideration whereof the said Sir A. D. Dame M. his wife, and the heirs of the said Sir A. are to convey and assure unto the said Sir T. R. his heirs and assigns, All that the Mansion-house and Capital Messuage of the said Sir A. D. with all houses, Edifices, Barns, Stables, Buildings, Yards, Orchards and Gardens, with their and every of their appurtenances, situate, lying and being in G. B. in the County of O. And also all Trees, Furze, Woods & Underwoods, with their appurtenances, standing, growing lying and being in all or any the Closes and parcels of ground herein after particularly expressed, and also all waters, Fishings, and Fish-ponds, being in or between the same, and the moity of all other waters adjoyning and next to the same, now or late in the possession of the said Sir A. D. situate, lying and being in G. B. aforesaid, in the said County of O. And also all that Close, &c. *reciting the particulars with the Buttals, and Boundals*; And also all usual ways, Easments, Profits and Commodities to all and singular the premisses, and to every part and parcel thereof belonging, or in any wise appertaining: And all and singular the Tythes, which at any time hereafter may arise or grow due, out of all or any the premisses aforesaid: All and singular which premisses are situate, lying and being in the parish of G. B. aforesaid, in the said County of O. Together also with all the Wayes and Passages, now or at any time within the space of three years last past, used or occupied, unto or with the premisses, or any part thereof, for the said Sir T. R. his heirs and assigns, and for his and their Servants, Cattel and Carriages in and through any other the grounds of the said Sir A. D. in G. B. aforesaid, unto the premisses, and every of them intended to be conveyed and assured as aforesaid: In which conveyances and assurances to be made of the premisses

miſſes, in manner and form aforeſaid, there are to be accepted, to and for the ſaid Sir A. D. his heirs and aſſigns, Leſſees, Farmors and Under-tenants, and all his and their Servants, and all others by his and their appointment, neceſſary and convenient ways and paſſages in and through all or any the premiſſes to be conveyed, as aforeſaid, unto and from all or any the Cloſes and Grounds of the ſaid Sir A. D. ſituate in B. aforeſaid, not to be conveyed unto the ſaid Sir T. R. aforeſaid. Now this Indenture witneſſeth, that for the quiet enjoying of all and ſingular the before mentioned premiſſes, with their and every of their appurtenances unto the ſaid Sir T. R. his heirs and aſſigns, and for and in conſideration of the ſum of 5 s. of current money of *England*, in hand paid by the ſaid Sir T. R. unto the ſaid Sir A. D. that the ſaid Sir A. D. hath granted, bargained, ſold, enfeoffed and confirmed, and by theſe preſents doth grant, bargain, ſell, enfeoff and confirm unto the ſaid Sir T. R. his heirs and aſſigns for ever, All that his Mannor of C. with the appurtenances in the Pariſh of P. or elſewhere in the ſaid County of B. And all Meſſuages, Cloſes, Lands, Meadows, Paſtures, VVoods and Hereditaments, with their and every of their appurtenances of the ſaid Sir A. D. ſituate, lying and being in the Town, Hamlets, Fields and Precincts of C. and P. aforeſaid or in either of them in the ſaid County of B. And alſo the reverſion and reverſions, remainder and remainders of the ſaid Mannor of C. and of all and ſingular the premiſſes, with their appurtenances hereby intended to be granted, bargained and ſold: And alſo all the eſtate, right, title, intereſt, claim and demand whatſoever of him the ſaid Sir A. D. of, in and to the ſaid M. of C. with the appurtenances, and all other the premiſſes, before by theſe preſents mentioned to be granted, bargained or ſold with the appurtenances, and of, in and to every part and parcel thereof: And alſo all Deeds, Evidences and VVritings, touching or concerning the afore-bargained premiſſes only, or only any part or parcel thereof: To have and to hold the ſaid M. of C. with the appurtenances, and all and ſingular the afore by theſe preſents bargained premiſſes, with their appurtenances, and the reverſion and reverſions, remainder and remainders of the ſame, and all the eſtate, right, title and intereſt of the ſaid Sir A. D. of, in and to the ſame and all VVritings only concerning the ſame, or only any part of the ſame unto the ſaid Sir T. R. his heirs and aſſigns: To the only, &c. And the ſaid Sir A. D. for himſelf, his, &c. Doth Covenant, &c. That for and notwithſtanding any act or thing by the ſaid Sir A.

D.

D. or by Sir T. D. Knight, deceased, late father of the said Sir A. D. done or suffered to the contrary, he the said Sir A. D. now at the time of the ensealing and delivery of these presents, is the true, rightful and lawful Owner of the said M. of C. and of all and singular the afore bargained premisses, with the appurtenances, and of the same, and of every part of the same is lawfully seized in his Demesn. as of Fee-simple, without any manner of Reversion or Remainder thereof; or of any part thereof in his Kings Majesty that now is, his Heirs or Successors, or in any other person or persons whatsoever: And also that he the said Sir T. R. his heirs and assigns, for and notwithstanding any act or thing by the said Sir A. D. or by Sir T. D. Knight, deceased, as aforesaid, done or suffered to the contrary, shall and may from henceforth for ever hereafter lawfully, quietly and peaceably have, hold, occupy, possess and enjoy the said M. of C. and all and singular the afore-bargained premisses, with their appurtenances clearly acquitted, exonerated and discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Mortgages, Leases, Feoffments, Joyntures, Dowers, Statutes, Recognizances, Rents, Judgments, Condemnations, Executions, Liveries, Ousterlemains, Issues, Amerciaments, Respites of Homage, and of and from all other titles, troubles, charges, estates and incumbrances whatsoever heretofore had, made, committed, caused or done, or hereafter to be had, made, committed, caused or done by the said Sir A. D. and the said Sir T. D. or by either of them, or by any other person or persons whatsoever, lawfully having, or claiming to have any estate, right, title and interest, by, from or under the said Sir T. D and Sir A. D. or either of them, or the heirs or assigns of them, or either of them. (The Joynture for the life of Dame M. D. now Wife of the said Sir A. & one Lease for about six years to come, heretofore made to I B. at the yearly rent of 30 *l. per an.* And one other Lease, made to O. F. for about one year yet to come, at the rent of 100 *l. per an.* And one other Lease &c. only excepted.) And further, that he the said A. D. his heirs and assigns and all and every other person and persons lawfully having, or claiming to have, by, from or under them, or any of them, any estate, right, title, or interest whatsoever, of, in or to the said mannor of C. and other the afore by these presents bargained premisses, or of, in or to any part or parcel of the same, shall and will at all times hereafter, at or upon the reasonable request and at the only and proper costs and charges of the said Sir T. R. his heirs and assigns, *a Covenant pro futuro. Aff.* so that the said assu-

assurances or assurances contain no further or other Warranty or Warranties than only against Sir A. D. and his heirs, and against all and every other person and persons claiming by, from or under them, or any of them: Provided always, and upon Condition, that if the said Sir A. D. and such person and persons to whom by any Conveyance or Assurance heretofore made the Reversion or Remainder of the said Manor house and premisses in B. aforesaid, and intended to be conveyed unto the said Sir T. R. as aforesaid should or might, or shall remain or come immediately after the death of the said Sir A. D. and Dame M. his Wife, shall within one year next after such person or persons shall attain unto the age of twenty one years at the only costs and charges, and at the reasonable request of the said Sir T. R. his heirs and assigns, or of some or one of them, Convey and assure unto the said Sir T. R. his heirs and assigns, and only to their uses & behoofs, All that Capital Messuage and M. House aforesaid, and all other the above recited premisses, as aforesaid, with their and every of their appurtenances, scituate, lying & being in G. B. aforesaid, free and clearly discharged of all and all manner of Estates, Titles, Troubles, Charges and Incumbrances had, made or done by the said Sir A. D. or by Sir A. H. Knight, lately deceased, or by, from or under them, or either of them, or the heirs and assigns of them, or either of them, with the like Covenants for the said Sir T. R. his heirs and assigns, in such assurances to be made, as are contained in an Indent. bearing date the first day of this instant month of 4 made between Sir A. D. of the one part, & Sir T. R. in such manner & form as by the said Sir T. R. his heirs or assigns, or by some or one of them, or by his or their Councel learned in the Law, shall be reasonably devised, or advised & required. So that the said assurance and conveyance, assurances and conveyances, contain no further or other Covenant or Warranty, than only against Sir R. D. and his heirs, and against Sir T. D. and his heirs, and against all and every other person and persons claiming by, from or under them, or any of them: That then from and immediately after such assurance is made of the premisses, with their appurtenances in G. B. aforesaid, unto the said Sir T. R. in manner aforesaid. This present Indenture, and the Grant, Bargain and Sale therein contained of the said M. of C. and other the premisses in P. aforesaid, with the appurtenances, to be void and of none effect, any thing in these presents contained to the contrary thereof in any wise notwithstanding. And then the said Sir T. R. doth by these presents, for himself,

self, his &c. Covenant Grant and agree to and with the said Sir A.D. his heirs and assigns, That he the said Sir T.E. his heirs and assigns, shall and will deliver up unto the said Sir A.D. his heir or assigns, this Indenture to be cancelled, together with the Evidences hereby granted, and in a Schedule expressed hereunto annexed, and shall likewise shall and will at the costs and charges of the said Sir A.D. make such reasonable assurances and conveyances for the better re-assuring and re-conveying of the said M. of C. and premisses by these presents bargained and sold unto the said Sir A. D. his heirs and assigns, as by the said Sir A. D. his heir or assigns, or by his or their Council learned in the Law, shall be reasonably devised, or advised and required: in witness whereof, &c.

A Declaration of the use of a Fine, where several parties joyn.

THis Indenture Tripartite, made, &c. Between I.A. of, &c. M. his Wife sole Daughter and Heir of A.F. Gentleman deceased, T.S. of, &c. and M. his Wife, of the first part, E. D. of, &c. on the second part, and G.D. of, &c. and M.S. of, &c. on the third part: Whereas the said I. D. M. his Wife, T.S. and M. his Wife, have in *Michaelmas* term in the year of our Lord God, One thousand, &c. acknowledged and levyed one Fine with Proclamation, according to the form of the Statute, in due form of Law before the Justices of his Majesties Court of Common Pleas at *Westminster*, unto the said G.D. and his heirs, of and for all those eight Cottages, with the appurtenances, situate and being in C.W. aforesaid by the name or names of eight Cottages, two Gardens, and one Orchard, with the appurtenances in W. and C.W. aforesaid: As by the said Fine remaining on Record in the said Court of Common Pleas at *Westminster*, it doth and may appear. These presents witnels, and it is hereby testified, expressed and declared, by and between all the said parties to these presents, and the true intent and meaning of all the said parties to these presents, and to the said Fine then at the time of levying the said Fine was and now is: That the said Fine, and all other Fines levyed, or to be levyed of the premisses, or any part thereof, or of the same, or any of them, with any other Lands, Tenements or Hereditaments, by or between the parties to these presents, or any of them, and the Uses thereof shall be and enure, and hereby, and by all the parties to these presents, are and shall be

adjudged

adjudged, deemed and taken to be and enure, to the uſes, intents and purpoſes hereafter in theſe preſents expreſſed, limited and declared, *viz.* Of, for and concerning all that one Cottage or Tenement, wherein one D. A. Taylor, did lately inhabit, ſituate in C. W aforeſaid, in a Street there called F. with the Orchard or back-ſide, Garden and Appurtenances, To the uſe and behoof of the ſaid G. D. his heirs and aſſigns for ever: And of, for and concerning all that Cottage or Tenement, wherein the ſaid M. S. doth now inhabit in C. W. aforeſaid, in a place there called N. with the back-ſide and Garden, and appurtenances thereunto belonging or appertaining, To the uſe and behoof of him the ſaid M. S. his heirs and aſſigns for ever. And of, for and concerning one other Cottage, *&c.* to the ſaid I. A. his heirs and aſſigns for ever: And of, for and concerning all other the Cottages and Premiſſes in the ſaid Fine contained, the uſe whereof is not herein or hereby formerly limited and declared, To the uſe and behoof of the ſaid F. R. his heirs and aſſigns for ever, and to none other uſe, intent and purpoſe whatſoever. In witneſs, *&c.*

A Condition for the ſealing an Acquittance, or Releaſe of Lands.

THE Condition, *&c.* That if the above bounden B. C. do cauſe I. M. Serjeant at the Law, and E. his Wife, before the Feaſt of E. next coming at the coſts and charges in the Law of the ſaid B. C. by their ſufficient deed in the Law to releaſe, remit and quit-claim to the within named C. D. his, *&c.* all their right, title, power and intereſt which they the ſaid I. M. and E. his Wife, or either of them have, had, or may have, claim or pretend to have, of, in or to all ſuch Lands, Tenements, *&c.* That then, *&c.*

A Bill to pay money.

MEmorandum, That I. R. S. do owe unto I. M. the full ſum of ten *l.* of, *&c.* to be paid unto the ſaid I. M. his, *&c.* on the, *&c.* next coming; for payment whereof I the ſaid R. S. do bind me, my, *&c.* in the ſum of, *&c.* firmly by theſe preſents. Sealed and dated the day and year aboveſaid. *Let it be dated as a general Acquittance.*

A Release.

BE it known, &c. That I. W. B. of, &c. have remised, released, and for me, my heirs, &c. do by these presents remise, &c. unto I. R. of, &c. all and all manner of Actions, Suites, Quarrels, Debts, Trespasses, Accounts, Covenants and demands whatsoever, which I the said W. B. now have against the said I. R. or my executors, administrators or assigns, at any time might ought or could have against the said I. R. his, &c. as executor, of I. R. his Father, deceased, or otherwise howsoever from the beginning of the world, until the day of the date hereof. In witness, &c.

A License to let lands, although prohibited by Lease.

WHereas my Tenant W H holdeth of me one Tenement in P. in, &c. with the appurtenances for certain years yet to come, by an Indenture of Lease dated, &c. wherein he hath expresly Covenanted with me not to set or let out any part or parcel of the said Tenement, without my special license and consent in writing, in that behalf to be had, as by the said Indenture amongst, &c. appeareth. These presents witness, that I the said H. K. have licensed, allowed, and do by these presents license and allow the said W. H. to let, set or demise the said Tenement to one R. P. his, &c. for three years next ensuing. Provided, that he the said W. H. shall at his peril see the rent in the said Indenture and other covenants and payments therein mentioned to be paid on the part and behalf of the said W. H. be duly kept and performed, Dated, &c.

A Letter of Attorney to two to receive possession.

TO all Christian People, to whom these presents shall come, Sir R. D. of, &c. sendeth greeting: Whereas G. B. of, &c. did seal unto the said Sir R. D. and deliver an Indenture bearing date the last day of *May*, now last past, purporting a Conveyance unto him the said Sir R. D. and his heirs, of all that Messuage or Tenement with the appurtenances, scituate and being in B. aforesaid, sometimes theretofore, &c. *setting down the particulars*, To have and to hold the said, &c. to the said Sir R. D. his Heirs and Assigns for ever, as by the said Indenture, it doth and may more fully appear: Now know ye, that the said Sir R. D. hath, and hereby doth authorize, constitute, depute, and in his stead and place, put his well beloved Friends C. G. of, &c. and T. A. of, &c. and either of them, his true and lawful Attorneys, joyntly and severally to receive and take for him, and in his name, and to his use, full and peaceable possession and seisin of and in all, or any part of the premisses, in the name of the whole, of and from the said G S to hold to the said Sir R. D. and his Heirs, according

to

to the tenor, purport, form & effect of the said Indent. In wit. &c.

A Note of Indorsement of livery and Seisin on the Indentures by vertue of the Letter of Attorney.

MEmorandum, That full and peaceable possession and seisin was given and delivered by the within named G. S. of the Messuage or Tenement Closes and land within mentioned unto C. G. of, &c. by vertue of the Letter of Attorney to this present Indenture annexed, for and in the name, and to the use of the within named Sir R. D. and his heirs, according to the true intent and meaning of the said Indenture and Letter of Attorney the day of, &c. in the presence of us whose names are subscribed.

Note. *Let the Letter of Attorney be pinned or filed to the Indenture.*

An Assignment of a Lease in trust.

THis Indenture made, &c. Between W. P. of, &c. on the one part, and R. P. of, &c. on the other part, Witnesseth, that the said W. P. for divers good causes and considerations him hereunto moving, hath demised, granted, assigned and set over. And by these &c. unto the said R. P. his Executors and Assigns, All that, &c. *setting down the particulars*, with their and every of their rights, members and Appurtenances thereunto belonging: Together with all and every the estate, right, title, interest, use, possession, term for years, claim and demand whatsoever of him the said W. P. of, in and to the said, &c. by vertue of a former Lease or Assignment thereof made to him by one W. R. of, &c. and I. his Wife, or either of them for the residue of a term of 1000 years then unexpired, or otherwise howsoever; To have and to hold the said, &c. with the appurtenances, during all the rest and residue of the said term of 1000 years, which are yet to come and unexpired unto the said R. P. his executors and assigns, Upon the trusts, and to the intents and purposes hereafter mentioned and expressed. That is to say, That the said R. P. and his assigns, shall permit and suffer the said W. P. to have and take to his own proper use and benefit, all and every the rents, issues and profits of the premisses, for and during his natural life, without Impeachment of or for any manner of waste; And from and after his decease the said R. P. or his assigns shall stand and be possessed, or dispose of the premisses, during the residue of the said term which shall be then to come to such uses, intents and purposes, as the said W. P. shall by his last Will and Testament in Writing, under his hand and seal, and subscribed in the presence of two or more credible witnesses, nominate and appoint the same; and for want of such Declaration or Limitation to be made, That then the said R. P. shall stand possessed of the premisses in trust for the executors or Administrators of the said W. P. and to none other use, intent or purpose whatsoever. In witness, &c.

E.R. having bought the Manour of B. and Copy-hold Lands belonging to it, takes a surrender of the Copy hold Lands in others names, who by Deed, after recital of what estate they had, make this acknowledgment.

WHereas E.R. of &c. hath with his own money purchased of I.G. of, &c. amongst other lands, tenements and hereditaments, the Customary, Messuage, Lands, Tenements, and Hereditaments hereafter mentioned, *viz. Here setting all the particulars with the quantity and number of acres and closes names, and in whose occupation.* And also whereas W.P. of, &c. R.W. F.K. and D.G. of, &c. being Customary Tenements of the said M. of B. did surrender into the hands of I.G. being Lord of the said M. All and singular the Customary Messuage, Lands, Tenements and Hereditaments before mentioned, To the use and behoof of us the said W.N. and R.F. to the intent and purpose that the said I.G. or other the Lords of the said M. or their Stewards for the time being at the next Court-Baron to be holden for the said Mannor, should admit, or cause us the said W.N. and R.F. to be admitted Tenants unto all and singular the said, &c. As by the said Surrender bearing date, &c. relation being thereunto had, may more fully, and at large appears. Now Know ye, that we the said W.N. and R.F. for the manifesting of the truth of the said Surrender, and for the avoiding and clearing of all questions and doubts which hereafter may arise or grow touching or concerning the said Surrender, taken in our names, as aforesaid, do hereby freely and voluntarily acknowledge, express and declare that the said Surrender was made, taken and done by the special direction and appointment of the said E.R. in trust, to and for the only use, benefit and behoof of him the said E.R. his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever; and therefore we the said W.N. and R.F. Do by these presents freely and absolutely disclaim any other estate, right, title or interest, claim or demand which we or either of us now have, or hereafter may or can have, claim or demand in or to the said Customary, Messuages, Lands and premisses, or any part thereof, but such as we have only by the trust reposed in us by the Surrender before expressed: In witness whereof we the said W.N. and R.F. have hereunto set our hands and seals, &c.

A Leaſe in truſt.

THis Indenture made, &c. between Sir R. D. of, &c. on the one part, and W. D. of, &c. R. H. of, &c. and T. S. of, &c. on the other part, witneſſeth that the ſaid Sir R. D. for divers good cauſes and conſiderations him moving, hath demiſed, granted, ſet and to farm-letten, and by theſe preſents doth, &c. unto the ſaid W. D. R. H. and T. S. their executors and aſſigns, All that the Mannor of A. with the rights, members and appurtenances thereof in the ſaid County of B. and all Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid Sir R. D. ſituate, lying and being in A. aforeſaid, in the ſaid County of B. And alſo all that Cloſe of Land, in the Pariſh of N. in the ſaid County of B. called the *Warren-hill*, with their and every of their appurtenances; And all wayes, eaſments, paſſages, profits, commons and commodities, whatſoever belonging to the ſaid Mannor and Premiſſes, and to every or any of them (except all Timber-trees growing on the premiſſes) or any part thereof: To have and to hold the ſaid Mannor, and all other the premiſſes, with their and every of their appurtenances unto the ſaid W. D. R. H. and T. S. their executors and aſſigns, from the Feaſt of, &c. laſt before, &c. for and during, and unto the full end of 24 years, &c. Yielding a Pepper-corn, &c. Nevertheleſs, upon this ſpecial truſt and confidence, and to the intent and purpoſe that they the ſaid W. D. R. H. and T. S. their executors and aſſigns, ſhall permit and ſuffer him the ſaid Sir R. D. and his Aſſigns, during his life, to hold and enjoy the ſaid Mannor and Premiſſes, and to receive and take the Rents, iſſues and profits thereof, to his and their own uſe, without Impeachment of any manner of waſte. And alſo that they the ſaid W. D. R. H. and T. S. their executors and aſſigns, from and after the deceaſe of the ſaid Sir R. D. ſhall permit and ſuffer I. D. Eſq; Son and Heir apparent of the ſaid Sir R. D. and his heirs, to hold and enjoy, and to receive and take the Rents, Iſſues and Profits of the ſaid Mannor and Premiſſes, for ſo long time as he the ſaid I. D. and his heirs, ſhall permit and ſuffer M. D. and K. D. ſons of the ſaid Sir R. D. his heirs and aſſigns, ſeverally and reſpectively to hold and enjoy, according to their ſeveral and reſpective Eſtates and Limitations, to them ſeverally and reſpectively made, appointed, or to be made and appointed in truſt for them, or either of them by the ſaid Sir R. D. their father, of all that the Mannors of E. and T. in T. with their and either of their Rights, Members, and appurtenances thereof, in the ſaid County of B. and all that the Rectory and Parſonage impropriate of T. aforeſaid, and of all that third part of the Mannor of C. with

the Rights, Members and Appurtenances thereof in the said County of S. And also to the intent and purpose, that if the said I.D. his heirs and assigns, shall at any time during the term hereby demised disturb, hinder or molest the said M.D and R.D. the son, or either of them, their, or either of their heirs or assigns, in the quiet holding or enjoying of all or any the Mannors, Lands, Tenements or Hereditaments to them, or in trust for them, severally and respectively limited and appointed by the said Sir R.D. their father, as aforesaid, or shall cross, or hinder any the limitations or estates, made or appointed by the said Sir R. D. to or for the said M. and R. D as aforesaid, whereby or by reason whereof they the said M.D. and R.D. the son, or either of them, their heirs or assigns, shall not, or may not quietly hold and enjoy, and take the profits of the Mannors, Lands, Tenements and Hereditaments to or for them, or either of them, severally and respectively limited and appointed by their father Sir R.D. as aforesaid; That then, and immediately from and after such disturbance and hindrance used and done by the said I.D. his heirs or assigns: They the said W.D.R.H and T.S. their, &c. shall permit and suffer them the said M. D. and R.D. their heirs and assigns, severally and respectively to take and receive the Rents, Issues and Profits, of the mannor of A. and all other the premises hereby demised, for all such time and terms of years, as shall be to come and unexpired at the time of such Disturbance and Hindrance made or done by the said I.D. his, &c. Provided always, that if the said Sir R. D. at any time during his life, shall be minded to make void these presents, and the estate hereby granted, and shall by any writing, under his Hand and Seal, Subscribed in the presence of two credible persons, or more, declare such his mind and intention, for the making void thereof: That then, from and after such Declaration in writing made and subscribed by the said Sir R.D. as aforesaid, This present Indenture, and the estate hereby granted, shall cease, determine, and be utterly void, to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. In witness whereof, &c.

A Lease in trust.

THis Indenture made, &c. Between Sir R. D. of, &c. on the one part, W.D. of, &c. R.H. and T.S. &c. on the other part, Witnesseth, that the said Sir R.D for, &c. seting down the Demise, *ut supra*, though of other lands, with the *Habendum* and *reddendum*, *ut supra*: Nevertheless, upon this special trust and confidence that they the said W.D.R.H. and T.S. their, &c. shall permit

permit and suffer him the said Sir R. D. and his assigns, during his life, to hold and enjoy the said Mannor and Premisses, and to receive and take the Rents, Issues and Profits thereof to his and their own use. And also upon this further special trust and confidence that they the said W. D. R. H. and T. S. their, &c. from and after the decease of the said Sir R. D. shall imploy yearly out of the profits of the said M. and premisses, the sum of 50 l. of, &c. for the Education and bringing up of M. D. Gentleman, second son of the said Sir R. D. for, and until he the said M. shall attain unto the age of nineteen years; And also that they the said W. D. R. H. and T. S. their &c. from and after the said M. D shall attain his said age of nineteen years, during the residue of the said term, shall raise out of the profits of the premisses, the sum of 80 l. *per annum*, for and towards the maintenance, and for the portion of him the said M. D. And also at the end of the term hereby demised, shall and will yield and deliver the rest and residue of all the profits of the premisses by them received or raised unto him the said M. D. or to his issue, if any issue of his body be then living. And if the said M. D. before his said age shall die without issue, that then they the said W. D. R. H. T. S. their, &c. from and after the decease of the said M. D. without issue, as aforesaid, shall yield and deliver unto I. D. Esquire, eldest son an heir apparent of the said Sir R. D. at his age of nineteen years, or to such issue of his body as shall be living at such time as the said I. D. shall have accomplished his said age of nineteen years if he had lived, all such Rents, Sum and Sums of Money, as they, or any of them shall have received or taken out of, or for the said Mannor or Premisses, and every or any of them. And if the said J. D. before his said age of nineteen years shall dye without issue, that then they the said W. D. R. H. and I. S. their, &c. from and after the decease of the said J. D. as aforesaid, shall yield, pay and deliver unto R. D. Gent. youngest son of the said Sir R. D. at his age of nineteen years or to such issue of his body as shall be then living, all such rents, sum and sums of money as they, or any of them shall have received or taken out of, or for the said M. and premisses, and every or any of them. *Cum eadem potestate revocat. prout ultim. specificat.* In witness, &c.

A Declaration of trust, with a Declaration of uses by the trustee.

THis Indenture made, &c. between A. Lady D. of, &c. Widow on the one part, and Sir I. D. Sir I. C. Sir R. L. I. C. I. C. T. L. T. I. W. M. and W. G. of, &c. severatim on the other part.

Whereas the said Sir I. D. I. C. and I. C. do stand jointly seized in Fee with the said A. Lady D. of, and in all that the Mannor of L. in the County of L. with the Rights, Members and appurtenances thereof, and of all that the Capital Messuage or Mansion-house of L. aforesaid, and of all and singular Messuages, Lands, Tenements, Toffs, Cottages, Mills, Meadows, Closes, Pastures, Leasows, Commons, Waste-grounds, Furze, Heath, Woods, Underwoods, Waters, Moors, Wayes, Fishings, Court Leets, Views of Frankpledge, Waifs, Estrayes, Royalties, Franchises, Rents, Reversions, Services, Profits, Commodities, Liberties, Priviledges and Hereditaments whatsoever to the said Mannor, or any part thereof belonging, or appertaining, or reputed, deemed, occupied or taken as part, parcel, or member of the said Mannor of L. aforesaid, and of all that Messuage with the appurtenances in L. aforesaid, in the possession of W. C. or his assigns; as by the conveyance thereof to them made by G. A. Esq; it doth and may more fully appear. And whereas the said T. L. T. I. and W. G. do also stand joyntly seized to them and their heirs, of and in all and all manner of Tithes, of what nature, condition, or quality whatsoever, and of all Demises, Pensions, Portions, Oblations, Emoluments and Profits whatsoever coming, growing, renewing, arising, encreasing, issuing, or going out of any the Lands, Meadows, Pastures, or Woods in L. in the said County of L. or being parcel of the Demeasns of the Mannor of L. with their and every of their rights, members and appurtenances, and of all and singular Gleab-lands, Tenements, Profits, Commodities, Emoluments and Hereditaments whatsoever, to the Rectory and Parsonage of L. aforesaid, belonging or appertaining, lying or being amongst the Demeasn-lands of L. aforesaid; and also of all and all manner of Tithes, coming, growing, renewing, or increasing, in, or upon the said Gleab-lands, Tenements and hereditaments, or any of them, and of all other the Tythes, coming, growing, renewing, or increasing in L. aforesaid, as by the conveyance thereof to them made by W. C. and G. A. it doth and may appear. And whereas the said Sir I. C. Sir R. L. and W. M. do stand possessed and interessed for divers years yet enduring, of, and in all that Pasture-ground, containing by estimation one hundred and twenty acres, be it more or less, lying in L. in the Parish of S. in the said County of B. called or known by the name of the Nether-ground, with the tenement, & all other the edifices and buildings thereupon standing, as by the Lease thereof to them the said Sir I. C. Sir R. L. and W. M by I. L. and A. his Wife, dated the nineteenth day of, &c. it doth and may appear. Now these presents witness, and it is hereby declared, testified and expressed, by all the said parties to these presents, that all and every the several parties to these presents, do stand so sei-

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zed and interessed of all and every the premisses respectively; only in trust for the said A. Lady D. and to her use, and that they the said Sir I.D. Sir I.C. Sir R.L. I.R. I.L. T.L. T.I. W.M. and W.G. and every of them, and the heirs and executors of the survivor and Survivors of them, shall at the request and costs of the said A. Lady D. convey and dispose the premisses, and every of them respectively, to such person and persons as she the said A. Lady D. shall in her lifetime under her hand, or by her last Will in writing, appoint or give consent unto. And the said A. Lady D. doth hereby also declare, that her intent is, in case she should not in her life time, as aforesaid, or by her last Will make any Declaration of her intent for the disposing of the premisses, or in case she the said A. Lady D. shall make such Declaration for part, and not for other part, then the said parties trusted and every of them, shall respectively convey their several estates in the premisses, or of so much thereof, as she the said A. Lady D. shall not so make a Declaration of to W.D. Esq; second son of the said A. Lady D. and to his Heirs, Executor, and Assigns, according to the Intent of these presents; and shall alwaies permit her and her Assigns, as aforesaid, to receive and enjoy all and every the Rents and Profits of the same. In witness whereof, &c.

A Letter of Attorny to demand a Rent according to a Lease.

TO all Christian People to whom, &c. E.F. of, &c. and I.P. of, &c. send greeting in our Lord God everlasting. Whereas the said E.F. and I.B. by their Indenture dated the fifth day of, &c. did demise and grant unto I.B. of C. in the said County of B. Yeoman, and his assigns, all that Wood ground, with the soyl thereof, called by the name of W. wood, containing by estimation 60 acres were the same more or less, with the appurtenances thereunto belonging, lying in the Parish of C. aforesaid, to hold the demised premisses to the said I.B. and his assigns, from the Feast of the Birth of our Lord God then last past, for the term of twenty one years from thence next ensuing, by and under the yearly rent of thirty pounds six shillings and four pence, payable to the said *Edmund* F. and I.P. at the Feast of the Nativity of St. *John* the Baptist, and the Birth of our Lord God, by equal portions, at the Font-stone in the Temple-Church, *London*, with this special Proviso or Condition in the said Indenture contained, That if the said yearly Rent, or any part thereof should be unpaid in part, or in all, at the place aforesaid, by the space of ten dayes next after either of the said Feasts, or dayes of payment, the same being lawfully demanded, that then and at all times afterwards, it should be lawful for the said E.F. and I.P. and their assigns, to re-enter upon all the premisses, and the same to have again, re-

tain

tain, repossess and enjoy, as in their former estate and right, as by the said Indenture, amongst other things herein contained, appeareth. Now know ye, that the said *Edmund* F. and I. P. have, and hereby do depute, constitute and appoint, and in their stead and place put their well-beloved friend I.H. of I.Esq; their true and lawful Attorney, for them, and in their names, to ask and demand, according to the Proviso in the said indenture contained, the half years rent that shall grow due upon the said Demise, by the said I.B or his assigns, being the sum of fifteen pound three shillings and two pence, at the Feast-day of the Birth of our Lord God now next ensuing: And also they the said *Edmund* F. and I.P do hereby authorize and appoint the said I.H. to demand the said rent and sum at the time and place in the Proviso in the said recited Indenture, mentioned for payment thereof, according to the Proviso or the intent thereof. And the said E.F. and I. P. do hereby further authorize and appoint the said I. H. from time to time and at all times, during the continuance of the said Term that shall be unexpired and to come, at or after the said Feast-day of the Birth of our Lord God now next ensuing, for them, and in their names, to ask and demand on the tenth day next after either of the said Feasts or dayes of payment, according to the Proviso in the said Indenture contained, all such rent and rents that shall grow due to be paid upon the said Demise, at either of the said Feasts, by the said I.B. or his assigns, at the time and place in the Proviso of the said recited Indenture mentioned for payment thereof, according to the purport and form of the same, ratifying and allowing all and whatsoever the said I.H. shall do in the premisses, as if they themselves were personally present, and did demand the same. In witness, &c.

Authority to demand a rent. Toties quoties.

A Letter of Attorney to re-enter upon the former Letter of Attorney.

TO all Christian People, to whom, &c. E.F of, &c. and I.P. of, &c. send greeting: Whereas, &c. reciting the Indenture mentioned in the former Letter of Attorney, and then reciting that whereas the said E.F. and I P. by their Letter of Attorney dated, &c. did authorize and appoint I.H. of, &c. to ask and demand in their names, and to their use, the half-years rent, &c. *viz* the sum of 15 l. 3. s. 2. d. which was then to grow due and payable at the Feast day of the Birth of our Lord God, then next ensuing, and for non-payment whereof the said E.F. and I. P. by a Proviso in the said recited Indenture, might lawfully re-enter, if the same should be behind by the space of ten dayes, after the said Feast according to the form and effect of the said recited Indenture and Proviso. And whereas the said I.H. did demand the said half years

rent

rent of 15 l. 3 s. 2 d. due and payable by the vertue of the said proviso, and the power to him given by the Letter of Attorney aforesaid; yet notwithstanding the said I. B. and his assigns nor either of them, have not paid the said half-years rent, according to the reservation and Proviso of the said recited Indenture: Now know ye, that the said E. F. and I. P. have, and hereby do depute, constitute, ordain and appoint their said well-beloved friend I. H. their true and lawful Attorney for them, and in their names, and to their use, into all and every the Premisses, demised by the said recited Indenture unto the said I. B. and his assigns, to re-enter, and the same to have, detain and keep for them, and to their use, according to the power and Condition in the said recited Indenture mentioned, ratifying, allowing, *ut supra*, in the former. In witness, &c.

An Indorsement of Attornment of Tenants.

Memorandum, that before the ensealing of these presents, the within-named E. B did by Indenture made between him and the within-named R. C. on the one part, and N. C. of the other part, bearing date, &c. for a certain sum of money mentioned by the said Indenture to be paid, grant, bargain, demise and lease the premisses within-mentioned unto the said N. and A. D. of, &c. did after the ensealing and delivery of these presents, *viz.* this present fifteenth day of, &c. attorn and agree to this conveyance in the presence of, &c.

An Indenture of Covenants, Declaring that a mans name is but only used in trust, in the taking of an Assurance.

THis Indenture made, &c. Between T. B. of the one part, and A. B. of, &c. of the other part, witnesseth, Whereas T. H. by his Indenture of Bargain and Sale bearing date, &c. made between, &c. for the consideration therein mentioned, did grant bargain and sell unto the said T. B. and A. B. their heirs and assigns, all

Set down the Consideration & Plains.

that Messuage, Farm or Tenement, with the appurtenances, and all those three Yard-lands of Meadow, arrable and pasture, with all and singular their appurtenances in F. in the said County of L. now or late in the tenure of the said T. H or his assigns, to hold the said Messuage or Tenement and three Yard lands, with the appurtenances to the said T. B and A. B their heirs and assigns for ever, and did covenant by the said Indenture to levy one fine, *Sur Conuizances de droit come ceo*, &c. of the premisses to them the said T. B. and A. B. and their heirs, as by the said Indenture, (amongst, &c.) appeareth. Now this Indenture witnesseth, That the said A. B. was only named in trust by the said T. B. to and for the use of the said T. B. his heirs and assigns, and that the said sum of five hundred pound mentioned in the said Indenture to be the con-

consideration for the said purchase, was the proper money of the said T.B. And the said A.B. doth covenant, &c. that he the said A.B. his heirs and assigns, from time to time, and at all times hereafter, upon the request, and at the costs and charges in the Law of the said T. B. his heirs or assigns, shall and will convey and assure the premisses, and all his estate, title and interest therein, unto the said T.B. and his Heirs, to the use of the said T.B. and his heirs, or to any other person and persons and their heirs, to the use of them and their heirs, as the said T.B. or his heirs shall direct or appoint, acquitted and discharged of, and from all charges and incumbrances, had, made, or done by the said A. B. or by, from or under any other person or persons whatsoever, claiming by, from or under him. And the said T. B. doth covenant, &c. That he the said T.B. his heirs, executors, or administrators, or some, or one of them, shall and will from time to time, and at all times hereafter, save and keep harmless the said A.B his heirs, executors and administrators, his and their lands and goods, of, and from all manner of damage, loss and hinderance which shall or may hereafter happen to arise or grow for or by reason of the said joynt estate, levied and raised by the said A.B. and T.B. in Trust for the said A. B. as aforesaid.

To convey lands according to the Trust.

To save harmless from any damage happning by reason of the joynt Estate.

An Acquittance for money paid in part of a purchase.

Quinto die D. &c.

REceived by me T.H. the day and year above-written of T. B. the sum of, &c. as part of the money agreed to be paid for the purchase of certain lands in F. in Com. L. according to certain articles of agreement indented, bearing date, &c. made between, &c. In witness, &c.

The manner of indorsing an Attornment of Tenants.

MEmorandum, that R.C. of, &c. assignee of H.G. &c. and the rest of the Tenants and Farmers of the premisses within mentioned, by vertue of several Leases thereof made unto them, by the within named W.G. did severally Attorn and become Tenants of, and of their several and respective interests in the premisses to the within named C.G. this present tenth day of, &c. and the said several Tenants, and every of them, have given unto the said C. G. one penny in the name of Attornment, in the presence of, &c.

A Release of interest in Lands.

TO all, &c. R. E. of, &c. sendeth Greeting: Know ye, that the said R. E. for and in consideration of the sum of, &c. to him in hand paid by T. H. of, &c. hath given, granted, remised, released and quit-claimed, and by these presents doth, &c. unto the said T. H. all his estate, right, title, interest, term of years, claim and demand whatsoever, which he the said R. E. now hath, or may claim to have, of, in, or to one Messuage or Tenement, with the appurtenances commonly called or known by the name of, &c. scituate, lying, and being in, &c. and of, and in all the lands, tenements and hereditaments whatsoever to the said Messuage or tenement belonging, or appertaining, or to, or with the same now used, occupied or enjoyed. In witness whereof, &c.

A Condition to save a Surety harmless from a Recognizance.

THe Condition, &c. That whereas the said I. C. and A. G. together with the above bounden R. E. and for him by Recognizance acknowledged before Mr. T. G. one of the Kings Majesties Justices of the Peace, for the County of, &c. the said R. P. hath acknowledged to our Soveraign Lord the King, twenty pound, and the said A. G. twenty, and the said I. C. twenty pound. That he the said R. P. shall from henceforth for ever keep his Majesties Peace towards one W. B. &c. as by the said Recognizance entred into as aforesaid, at large appeareth. If thereof the said R. P. his, &c. from time to time, and at all times hereafter, do clearly acquit, discharge, and save harmless the said I. C. his, &c. and all his and their lands, tenements, goods and chattels, and every of them as well against our said Soveraign Lord the Kings Majesty, His Heirs and Successors, as against all and every other person and persons, of, for, or concerning the said sum or penalty of, &c. and also of all other costs, charges and troubles that may futurely come or arise for or concerning the same; that then, &c.

A Disavowment of a Suit.

TO all, &c. I. L. of, &c. sendeth greeting, &c. Whereas a Suit hath been of late Commenced and Prosecuted for me, and in my name, in His Majesties Court of Kings Bench at *Westminster*, against M. h. for, &c. (setting down for what) which said Suit as yet dependeth in the said Court. Now know ye,

Ye that the said Sute was Commenced, and is prosecuted without any warrant or allowance of me, and I therefore do hereby renounce and disavow the said Sute, and all and every other Sute or Sutes attempted or prosecuted against the said M. L. for me and in my name, for or by reason of the said bond, or any other cause or matter whatsoever. In, &c.

Warrant for the keeping of a Court.

WHereas I have received direction from the Right Honourable R. E. of D. to hold a Court-Baron for his Lordships Mannor of S. within, &c. These are to let you understand, that I have appointed the 9th. day of, &c. next, being *Tuesday*, for the holding of the said Court, at or in the hall of the said M. house, and do therefore hereby request and require you to give notice of the said time and place appointed for the holding of the said Court unto all and every the Suters and Tenants of the said Mannor, and that you warn them, and every of them, to be then and there present by 8. of the clock in the fore-noon to give their attendance; And that also at the time and place aforesaid, you return before me a Jury of the Suters and Tenants of the said M. to enquire of such matters, as shall be by me given to them in charge; and hereof, &c. Given under my hand and seal, &c.

An Indenture of Covenants between Executors.

THis Indenture made, &c. Between E. C. of, &c. on the one part, and W. A. of, &c. on the other part. Whereas A. W. widow, late deceased, by her last Will and Testament in Writing, named, ordained and constituted the said E. C. and W. A. to be executors of the same her last Will and Testament, as by the same Will and Testament, amongst other things, appeareth: Now this Indenture witnesseth, That it is mutually covenanted and agreed by and between the said parties to these presents in manner and form following. And first, the said E. C doth covenant, &c. That he the said E. C. shall and will before the end of *Michaelmas* term next ensuing the date hereof, if he shall be thereunto required by the said W. A. his Executors or Assigns in due form of Law, and at the costs and charges in the Law of the said W. A. his, &c. refuse and renounce his said Executorship. And the said E. C. doth further covenant, &c. That neither he the said E. nor his Executors, nor Administrators, shall or will intermeddle

Recital of the Bond.

To renounce executorship.

Not to meddle with the goods.

medle with the Administration of any part of the Money, Plate, Debts, Credits, and other the goods and chattels of the said Testator, without the consent of the said W. A. his, &c. but shall and will from time to time, and at all times hereafter, permit and suffer the said W. A. his, &c. to administer all such moneys, debts, credits, and other the goods and chattels of the said Testator, without the let, trouble, interruption or disturbance of the said E. C. his, &c. or of any other person or persons whatsoever, lawfully claiming by, from or under the said E. C. or by his means, privity or procurement. And also that neither he the said E. C. nor his, &c. shall at any time hereafter make, or cause to be made any release, acquittance or other discharge to any person, for or concerning any of the debts, credits, goods or chattels of the said Testator, nor shall do or suffer, or cause to be done or suffered, any Act or Acts, Thing or Things, in or about the Execution of the said last Will and Testament, without the assent, consent, agreement of the said W. A his, &c. And the said W. A. in consideration of all and singular the premisses, doth Covenant, &c. That he the said VV. A. his, &c. shall and will from time to time, and at all times hereafter, defend, discharge, and save harmless the said E. C his, &c. against all and every person and persons whatsoever, of, for and concerning all and all manner of Actions, suits and demands hereafter to be had, made, or brought against the said E. C. his, &c for or by reason of the said Executorship, or the said last VVill and Testament. And that the said VV. A. his, &c. shall and will from time to time, and at all times hereafter, pay and satisfie unto the said E. C. his, &c. all such costs, charges and expences as the said E. C. his, &c. shall at any time hereafter be put unto, for or by reason of any cause, matter, or thing, touching or concerning the said Executorship, or the said last VVill and Testament of the said A. VV. And the said VV. A. doth further covenant, &c. That he the said VV. A. his, &c. shall and will well and truly fulfill, accomplish, and perform the said last VVill and Testament of the said A. W. and well and truly content and pay all and every the Legacies, gifts and bequests contained and specified in the same last VVill and Testament, according to the Tenor, Purport, and True meaning of the same. In witness, &c.

Not to release a Creditor.

To save harmless.

To pay all charges.

To perform the will.

An Indenture in Consideration of a Marriage in lieu of Joynture.

THis Indenture made, &c. between M. F. of the one part and I. I. and I. F. of the other part. Witnesseth, that the said M. F. for and in consideration of a Marriage, heretofore had and solemnized between the said M. F. and C. his now Wife and for and in full satisfaction and recompence of such Joynture or Dower as she the said C. shall have or challenge, out of, or in, or to all or any of the Messuages, Lands, Tenements or Hereditaments of the said M. F. in case the said C. shall survive and over-live the said M. F. And for the continuance, setling and establishing of the said Messuages, Lands, Tenements or Hereditaments hereafter mentioned, in the name, blood and kindred of the said M. F. so long as it shall please Almighty God, and for divers other good causes and considerations him the said M. F. hereunto moving, doth covenant, &c. That he the said M. F. and his heirs and all and every person and persons, and their heirs now standing, or being seised, or which at any time hereafter shall stand or be seized of, or in all that Capital Messuage, with the Appurtenances, commonly called or known by the name of H. in M. aforesaid, in the said County of S. in the tenure or occupation of the said M. F. or his assigns, and of and in all and singular the Lands, Tenements, Meadows, Pastures, Feedings, Commons, Woods, Under-woods and Hereditaments whatsoever, with their and every of their Appurtenances to the said Capital Messuage or Tenement, belonging or appertaining, or to or with the same at any time heretofore used, occupied or enjoyed, as part parcel or member thereof, shall and will from henceforth stand and be seized thereof, and of every part and parcel thereof, to the uses, intents and purposes hereafter mentioned; That is to say, to the use and behoof of the said M. F. and C. his Wife and their Assigns, for and during their natural lives, and the life of the longer liver of them without impeachment of, or for any manner of waste, and from and after the decease of the survivor of them the said M. and C. then to the use and behoof of the Heirs of the body of the said M. F. and C. lawfully begotten; and for default of such issue, then to the use and behoof of the right heirs of the said M. F. for ever. And the said M. F. doth further covenant, &c. That he the said M. F. at the time of the sealing and delivery of these presents, is, and standeth seized of a good perfect

To stand seized.

The Uses.

To have power to raise uses.

fee and indefeazible eſtate in Fee-ſimple, of and in the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and of and in every part and parcel thereof, and that he hath lawful power and authority by theſe preſents, to raiſe, limit and appoint the aforeſaid ſeveral Uſes and Eſtates, and that all and ſingular the Premiſſes, with their and every of their Appurtenances, now are, and ſo at all times, and from time to time hereafter ſhall be, remain and continue, unto the uſes, intents and purpoſes before, in and by theſe preſents limited, expreſſed and declared, free and clear, and freely and clearly acquitted and diſcharged of, and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Joyntures, Dowers, Wills, Entails, &c. and of and from all other Titles, Troubles, Charges and Incumbrances whatſoever. In witneſs, &c.

Diſcharged of Incumbrances.

Words to be uſed upon the Delivery of Poſſeſſion.

I Do deliver you poſſeſſion and ſeizin of this houſe, or of this parcel of land, in the name of all the reſt contained in this Deed or Indenture: To hold to you and your Heirs and Aſſigns for ever, according to the Tenor, form and effect of this preſent Writing or Indenture.

A Conveyance of Land by three Co-heirs, and their Husbands. Well pen'd.

THis Indenture made the Twentieth day of *March*, in the Tenth year of the Reign of our Soveraign Lord *Charls*, by the grace of God, of *England*, *Scotland*, *France*, and *Ireland*, King, Defender of the Faith, &c. Between W.S. of B. in the County of B. husbandman, and I. his Wife, W. M. of L. R. in the Pariſh of *Princes Riſborough*, in the ſaid County, husbandman, and A. his wife, and F.W. of P. R. aforeſaid, in the ſaid County husbandman, and A. his wife, and E.A. of the Pariſh of P. R. aforeſaid, and S. his wife, on the one part, and I. M. of H. aforeſaid, in the ſaid County husbandman, on the other part, Witneſſeth, That the ſaid W. S. and I. his wife, W. M. and A. his wife, and F.W. and A. his wife, for and in Conſideration of the ſum of One hundred and Ninety pounds of currant money of *England*, to them the ſaid W.S. I. his wife, W. M. and A. his wife, F.W. and A. his wife, E. A. and S. his wife, by the ſaid I.M. in hand paid before the enſealing hereof, the receipt where-

The Conſideration.

of the ſaid W.S. &c. do hereby acknowledge, and thereof do jointly and ſeverally exonerate and diſcharge the ſaid I. M. his Heirs, Executors and Adminiſtrators, and every of them, for ever by theſe preſents. And for other good

The Grant. cauſes and conſiderations them moving, have, granted, aliened, bargained, ſold, enfeoffed, and confirmed, and by theſe preſents for them and their heirs, do joyntly and ſeverally, Grant, Alien, Bargain, Sell, Infeoff and confirm unto the ſaid I. M. his heirs and aſſigns for ever, All that Meſſuage, Tenement, or dwelling houſe, with the appurtenances, ſcituate, lying and being, at or near a place called W.A. in the Pariſh of B. *alias* B. in the ſaid County of B. wherein the ſaid W. S. now dwelleth, and wherein one W. W. deceaſed, father of them the ſaid I.A. and A. did lately dwell and inhabit, and all thoſe five ſeveral Cloſes of Arrable Land, Meadow, Paſture and Wood-ground belonging to, or uſed with the ſaid Meſſuage, Tenement and dwelling houſe, lying and being in the Pariſhes of B. aforeſaid, W. and H. or in ſome or one of them in the County of B. And alſo all and ſingular Houſes, Edifices, Buildings, Barns, Stables, Yards, Backſides, Orchards, Gardens, Lands, Tenements, Meadows, Paſtures, Feedings, Commons, Common of Paſture, Wayes, Eaſments, Paſſages, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever, to the ſaid Meſſuage, Tenement and dwelling-houſe and premiſſes, or to any of them belonging, or in any wiſe appertaining, or accepted, reputed, taken, known, or demiſed, letten, uſed, occupied or enjoyed as part, parcel or member thereof. And all other the Lands, Tenements and Hereditaments whatſoever of them the ſaid W.S. and I. his wife, W.M.F.W.E.A. and every and either of them, ſcituate, lying and being in the Pariſhes of B.W. and H. aforeſaid, or in any or either of them. And alſo all the eſtate, right, title, intereſt, uſe, poſſeſſion, reverſion and reverſions, Remainder and Remainders, Rent and Rents, claim and demand whatſoever of them the ſaid W.S. and I. his wife, W.M.F.W.E.A. and every and either of them, of, in and to the ſaid Meſſuage, Tenement or dwelling-houſe, Cloſes, Lands, and all other the premiſſes, and of, in, and to every part and parcel thereof, with their and every of their Appurtenances: And all Writings, Evidences, Deeds, Charters, Fines, Eſcripts and Miſuments whatſoever, concerning the premiſſes, or any part thereof; And true Copies of all ſuch Writings and Evidences as do concern the Premiſſes, or any part thereof with any other Lands, Tenements or Hereditaments which now be in the hands, cuſtody or poſſeſſion of them the

the said W.S. W.M. F.W. E.A. or any, or either of them, or which they, or any of them may lawfully get or come by without suit in the Law, the same Copies, and every of them to be copied and written out at the costs of the said I.M. his Heirs or Assigns; To have and to hold the said Messuage, Tenement or dwelling-house, Closes, Lands, and all other the Premisses, with their Appurtenances, unto the said I. M. his Heirs and Assigns, To the only proper use and behoof of the said I.M. his Heirs and Assigns for ever: And the said W.S. W. M. F. W. and E. A. for them and their Heirs severally and not jointly, nor one for the other, the said Messuage or Tenement, Closes, Lands, and all other the Premisses, with the Appurtenances, unto the said I. M. his Heirs, against them the said W.S.W.M.F.W. E.A. and every of them, their and every of their Heirs and Assigns, Shall and will warrant, and hereby do jointly and severally grant to warrant, and for ever defend by these presents: And further, the said W.S. &c. for themselves severally, and not jointly, nor one for the other, and for their and every of their several respective Heirs, Executors and Administrators, and for every of them, do and doth Covenant, promise and grant to and with the said I. M. his Heirs and Assigns, and to and with every of them by these presents, that they the said W.S. &c. for and notwithstanding any act or thing by them, or any of them, done or suffered to the contrary, now are, or some of them is, and at the time of the first executing an estate of the premisses, with the appurtenances, unto the said I.M. shall be lawfully and absolutely seized in their, or some of their demesn, as of Fee-simple, to them and their Heirs, or to some of them and their Heirs, of and in all and every the Premisses, with the Appurtenances; And that for and notwithstanding any such act or thing by them the said W.S. &c. or by any other of them done or suffered to the contrary, as aforesaid, they the said W.S. &c. now have, or some of them now have or hath, and shall have good right, full power, and lawful authority to grant, bargain, sell and convey the said Messuage or Premisses, with the Appurtenances, unto the said I.M. his Heirs and Assigns, according to the intent and meaning of these presents; And that the said Messuage, Tenement or dwelling house, Closes, Lands, and all other the Premisses with the Appurtenances, now are, and so shall and may for

The Habendum.

Warranty.

Seized in Fee.

Power to alien.

Freed from Incumbrances.

ever hereafter remain, continue, and be unto the ſaid I. M. his Heirs and Aſſigns, free and freely, and clear and clearly Acquitted, Exonerated and Diſcharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Joyntures, Dowers, Uſes, Wills, Intails, Annuities, Statutes Merchant, and of the Staple, Recognizances, Bonds, Judgments, Executions, Extents, Condemnations, Rents, Arrerages of Rents, Intruſions, Forfeitures, Iſſues, Amerciaments, and of and from all other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, committed, done or ſuffered by them, the ſaid W. S. &c. or by any or either of them, or by their or any or either of their means, aſſent, conſent or procurement; The rents and ſervices from henceforth to be due and payable, for the Premiſſes, to the chief Lord and Lords of the Fee or Fees of the Premiſſes, for and in reſpect of their Seigniorities of the ſame, only excepted and foreprized. And that he the ſaid I. M. his Heirs and Aſſigns, and every of them, ſhall and may for ever hereafter, quietly and peaceably have, hold, occupie, poſſeſs and enjoy the ſaid Meſſuage, Tenement or dwelling houſe, Cloſes, Lands, and all other the Premiſſes with the Appurtenances, without the let, ſuit, trouble, diſturbance, denyal, moleſtation, interruption or eviction of them the ſaid W. S. &c. and every and either of them, their and every and either of their Heirs and Aſſigns; And without the let, ſuit, moleſtation, interruption or eviction of all and every other perſon or perſons whatſoever, lawfully claiming, by from or under them, or any or either of them, their or any or either of their Eſtate, Right or Title, And alſo that they the ſaid W. S. &c. their Heirs and Aſſigns, and every and either of them ſhall and will from time to time and at all times hereafter, during the ſpace of ſeven whole years next enſuing the date hereof, at the requeſts and coſts in Law of him the ſaid I. M. his Heirs and Aſſigns, do make, ſuffer, acknowledge and execute, and cauſe and procure to be done, made, ſuffered, acknowledged and executed, all and every ſuch further and other lawful and reaſonable act and acts, thing and things, deviſe and deviſes, aſſurance and aſſurances in the Law whatſoever, for the further, better and more perfect aſſurance, ſurety, ſure-making, and Conveying of the ſaid Meſſuage, Tenement, or dwelling-houſe, Cloſes, Lands, and all other the Premiſſes with the Appurtenances, unto the ſaid I. M. his Heirs and Aſſigns; Be it by Fine, Feoffment, Releaſe, Comfirmation with warranty of them the ſaid W. S. &c. their and every

Quiet enjoying.

Further aſſurance.

or

or any of their Heirs and Assigns, Recovery or Recoveries, with single or double Voucher or Vouchers, Deed or Deeds, enrolled or not enrolled, the enrollment of these presents, or by all or any the said wayes or means, or by any other lawful or reasonable wayes or means in the Law whatsoever, without warranty, or with the like warranty as aforesaid, as by him the said I.M. his Heirs and Assigns, or his, their or any of their Councel learned in the Law, shall be reasonably devised, or advised and required; All which further or other assurance, by fine or otherwise shall be and enure, and hereby are and shall be adjudged, deemed and taken to be and enure, To the only proper use and behoof of the said I.M. his, &c.

An Indenture of Bargain and Sale of a Messuage and Lands, in Consideration of a Surrender of a Lease of other Lands, with good Covenants.

THis Indenture made, &c. Between R.D. of T. in the County of, &c. Whereas the said K. C. now holdeth by Lease for certain years yet to come, one Messuage or Tenement, with the Appurtenance thereunto belonging, wherein the said K.C. doth now inhabit and dwell, scituate and being in F. aforesaid, and divers Closes, Lands, Meadows, Pastures, Wood-grounds, and Hereditaments thereunto belonging or appertaining, lying and being in F. aforesaid, the Reversion and Inheritance in Fee-simple of which said Messuage, Lands and Premisses now being in, and belonging unto them the said R.D. and I.P. and their Heirs; And whereas the said K.C. hath, and hereby doth Surrender up, grant, bargain, and sell all her right, title, estate, interest, term for years, claim and demand whatsoever of her the said K. C. of, in and to the said Messuage or Tenement, Closes, Lands, Wood-grounds, and Premisses in the said Lease particularly mentioned and expressed, and hath delivered up the said Lease to be Cancelled unto them the said R.D. and I.P. in consideration of which said Surrender and Grant, made by the said K.C. as aforesaid, the said R.D. hath upon the ensealing hereof paid unto her the said K. C. the sum of 35 pound of currant money of *England*, the receipt whereof the said K. C. doth hereby acknowledge, and thereof doth acquit him the said R.D. his Heirs, Executors and Administrators, and every of them by these presents. And whereas, the said R.D. in further consideration of the said Surrender of the said Lands and Premisses made, as aforesaid, hath agreed to and with the said K.C. that the said R. together with the said I. P. should and would pass and convey unto her the said K. C. her Heirs and Assigns for ever, All that Tenement or Cottage, with the Appurtenances, scituate and being in F. wherein the said K. C. doth now inhabit, and all Houses, Edifices, Build-

ings, Barns, Stables, Yards, Back-sides, Orchards, Gardens, Lands, Tenements, Hereditaments and Appurtenances whatsoever thereunto belonging, or appertaining, or now used therewith. Now this Indenture witnesseth, That the said R.D. and I.P. in consideration of the said Surrender of the said Lands and Premisses made by the said K.C. as aforesaid, and in performance of the said agreement made with the said R.D. as aforesaid, have Bargained, Sold, Aliened, Infeoffed and Confirmed, and by these presents, do jointly and severally Grant, Bargain, Sell, Alien, Infeoff and Confirm unto the said K.C. her Heirs and Assigns, All that the said Cottage or Tenement, with the Appurtenances, wherein the said K.C. doth now inhabit, scituate and being in F. aforesaid; And all Houses, Edifices, Buildings, Barns, Stables, Yards, Back-sides, Orchards, Gardens, Wayes, Easments, Passages, Profits, Commons, Commodities, Lands, Tenements, Hereditaments and Appurtenances whatsoever thereunto belonging, or appertaining, and now used therewith, and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of them the said R.D. and I.P. and either of them, of, in, and to the said Cottage or Tenement, Lands and Premisses hereby bargained and sold, or mentioned or intended to be bargained and sold, and every of them; All which Premisses are in the Occupation of the said K.C. or her Assigns: To have and to hold the said Cottage or Tenement, and all other the Premisses with their Appurtenances, hereby bargained and sold, or mentioned to be bargained and sold unto the said K.C. her Heirs and Assigns, To the only proper use and behoof of the said K.C. her Heirs and Assigns for ever; And the said R.D. for himself, his Heirs, Executors and Administrators, and for every of them by these presents doth covenant and grant to and with the said K.C. her, &c. That they the said R.D. and I.P. for and notwithstanding any act or thing by them or either of them done or suffered to the contrary, now are seized in Fee-simple to them and their Heirs of and in the said Cottage or Tenement and Premisses. And that notwithstanding any such act or thing by them or either of them done or suffered to the contrary as aforesaid, they now have, and at the time of executing an Estate of the Premisses by force of these presents, shall have good right, and lawful authority to bargain, sell, and convey the said Cottage, or Tenement and Premisses with the Appurtenances unto the said K.C. her Heirs and Assigns, according to the intent of these presents: And that the said Cottage, or Tenement and Premisses, and every of them now are, and so shall for ever hereafter, remain, continue, and be unto the said K.C. her Heirs and Assigns,

freed

freed and discharged from all Charges and Incumbrances whatsoever had, made, committed or done by them the said R. D. and I. P. or either of them, or by their or either of their Act, means, consent, or procurement: And that she the said K. C. her Heirs and Assigns, and every of them, shall or may for ever hereafter, quietly and peaceably, have, hold, occupy, possess and enjoy the said Cottage or Tenement, and all other the Premisses with the Appurtenances, without the let, suit, trouble, disturbance, denial, molestation, interruption or eviction of them the said R. D. and I. P. and either of them, their and either of their Heirs and Assigns, and of all and every other person and persons whatsoever, lawfully claiming by, from or under them or either of them, their or either of their Estate, Right, or Title; And also that they the said R. D. and I. P. their Heirs and Assigns, and every of them, shall and will from time to time and at all times during the space of three years next ensuing the date hereof, at the request and costs of the said K. C. her Heirs and Assigns, further do, make, suffer, acknowledge and execute all and every such further and other lawful and reasonably act and thing, for the further, better, and more perfect assuring and conveying of the said Cottage or Tenement and Premisses with the Appurtenances unto her the said K. C. her Heirs and Assigns; Be it by Fine, Feoffment, Release, or otherwise with warranty of them the said R. D. and I. P. and their Heirs, against them their Heirs and Assigns, or without warranty, as by her the said K. C. her Heirs or Assigns, or her, their or any of their Councel learned in the Laws shall be reasonably devised, or advised and required; All which further or other assurances, by fine or otherwise shall be and enure, and shall be adjudged, deemed and taken to be and enure, to the only proper use and behoof of her the said K. C. her Heirs or Assigns, subject to the Proviso hereafter expressed, *Viz.* Provided always, and upon Condition, that if the said Messuage or Tenement, Lands and Premisses, or any of them herein before mentioned to be demised to them the said R. D. and I. P. their Heirs and Assigns, shall at any time hereafter be evicted from them the said R. D. and I. P. their Heirs or Assigns, or any of them, for or by reason of the said Lease made, as aforesaid, by the said A. or by any other claiming under his Estate, for or by reason of the said Lease or otherwise, that then immediately upon and after such eviction, this Indenture of bargain and sale, and all and every matter and thing herein contained, shall cease and be utterly void to all intents and purposes; This Indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding. In witness whereof, &c.

A Leaſe of Lands, with exceptions of Woods, well pen'd.

THis Indenture made, &c. Between T. L. of, &c. of the one part, and R. L. of, &c. on the other part, Witneſſeth, that the ſaid T. L. for and in conſideration of the yearly Rent and Covenants hereby reſerved, and for other good cauſes and conſiderations him moving: Hath demiſed, ſet, and to farm-letten, and by theſe preſents doth demiſe, ſet, and to farm-let unto the ſaid R. L. his Executors and Aſſigns, all thoſe Cloſes and Grounds called or known by the name or names of M. and B. late in the tenure of I. B. his Aſſignee or Aſſignees, lying and being in P. aforeſaid (except all Woods, Under-woods, Timber and Trees, growing or to be growing on the premiſſes, or any of them, with free liberty of ingreſs, egreſs, and regreſs, to and for the ſaid T. L. his Heirs, Executors and Aſſigns, and every of them, at all times to fell, ſell, cut down and carry away all or any the ſaid woods, timber and trees, at his and their free-wills and pleaſures) and alſo except all that Copice or wood-ground, lying and being in P. aforeſaid, now in the occupation of the ſaid T. L. and all Woods and Under-woods, growing or to be growing on the ſaid Copice of Wood-ground, with free liberty and power to and for him the ſaid R. L. his Executors and Aſſigns, from time to time, during the term hereby demiſed to fell, ſell, or otherwiſe diſpoſe of the ſame at his and their free-wills and pleaſures, without impeachment of waſte (except and always reſerved unto the ſaid T. L. his Heirs, Executors and Aſſigns, all hedges, and all ſuch trees as grow in any the hedges, about the ſaid Copice, or within one foot of any the hedges about the ſame) and all Wayes, Eaſments, Paſſages, Profits, Commons and Commodities, to the ſaid Cloſes and Premiſſes, or any of them belonging or appertaining (except before excepted) To have and to hold the ſaid Cloſes, Copice or Grove, and all other the Premiſſes, with their and every of their Appurtenances (except before excepted) unto the ſaid R. L. his Executors, Adminiſtrators & Aſſigns, from the Feaſt of St. *Michael* the Arch-Angel next enſuing the date hereof, for the term of 15 years from thence next enſuing, fully to be compleat and ended. Yielding and paying therefore to the ſaid T. L. his Heirs, Executors and Aſſigns, at the Feaſt of, &c. the Rent and ſum of 13 pound of currant money of *England*, and one couple of good fat Capons. And alſo yielding and paying at the Feaſt of St. &c. the Rent or ſum of 13 pounds and 9 ſhillings of currant money of *England*, and alſo from

The Demiſe.

Habendum.

Reddendum.

from and after the Feast of St. &c. Yielding and paying yearly, and every year during the said term, the sum of 30 pounds and 18 shillings of currant money of *England*, at the Feasts of, &c. by even and equal portions, and one couple of good fat Capons yearly, and every year, or five shillings in lieu thereof at the Election of the said T.L. his Heirs, Executors and Assigns, at the Font-stone in the Inner-Temple Church, *London*. And if it shall happen the said yearly Rent or sums of money, or any of them, to be behind and unpaid, next after any or either of the said Feasts or days of payment, whereon the same ought to be paid as aforesaid, that then at all times it shall and may be lawful to and for the said T.L. his Heirs, Executors and Assigns, and every of them to enter into, and upon all and every, or any the demised Premisses, and to distrain for the same, and the arrerages thereof, if any happen to be, and the distress and distresses there had and taken, to lead, drive, take, and carry away, and the same with him and them to detain and keep until the said yearly Rents and every of them, and the arrerages thereof, if any happen to be unto the said T.L. his Heirs, Executors and Assigns shall be contented and paid. Provided always, and upon condition that if the said yearly Rents hereby reserved, or any of them shall be behind and unpaid by the space of thirty days next after any or either of the said Feasts or days of payment, whereon the same ought to be paid as aforesaid; That then and at all times from thenceforth it shall and may be lawful to and for the said T. L. his Heirs, Executors and Assigns, and every of them, into and upon all and every the demised Premisses to re-enter, and the same to have again, retain, re-possess and enjoy as in his and their first and former estate and right, this Indenture or any thing therein contained to the contrary thereof in any wise notwithstanding. And the said R. L. for himself, his Heirs, Executors and Administrators, and for every of them, doth Covenant and Grant to and with the said T.L. his Heirs, Executors and Assigns, and every of them by these presents, that he the said R. L. his Executors and Assigns at any time, or in any year during the said term, shall not, nor will Cross-crop the demised premisses, or any part thereof; And also that he the said R. L. shall and will yearly, during the said term in Husband-like manner lay on and bestow upon the Premisses, or some part thereof, as much Compost and Dung as the Stover and Fodder growing on the Premisses, will or may make,

The Distress.

Proviso to re-enter for non-payment of Rent.

Not to cross-crop.

To pay Duties.

make, and also shall and will, during the said term, bear, pay, and discharge all manner of payments and duties whatsoever, that shall or may any ways grow due or payable, for or by reason of the demised Premisses, or any of them to the Kingdom or otherwise, and therefrom shall and will acquit and discharge the said T. L. his Heirs, Executors and Assigns; And also that he the said R. L. his Executors and Assigns, from time to time, and at all times during the said term, shall and will well and sufficiently make, amend, keep, cleanse and scour all and every the hedges, ditches, pales, gates, stiles, fences, and mounds, upon and about the demised Premisses, and every of them, and the same being well and sufficiently made, amended, kept, cleansed and scoured in the end, or other sooner determination of the term hereby demised, shall and will leave and yield up unto the said T. L. his Executors and Assigns; And also shall not, nor will demise, grant, assign, or let the premisses, or any part or parcel thereof, or depart with his Estate therein, to any person or persons whatsoever, without the License and Consent of the said T. L. his Heirs, Executors and Assigns, under his or their hands in writing, therefore had and obtained; And also shall and will pay all and every the yearly Rents and sums of money hereby reserved, according to the Reservations aforesaid: And the said T. L. for him, his Heirs, Executors and Assigns, and every of them, doth covenant and grant to and with the said R. L. his Executors and Assigns by these presents, That he the said R. L. by and under the Rents, Covenants and Agreements herein contained, and on his and their parts to be paid, done and performed, shall and may during the said term, quietly and peaceably have, hold, occupy and enjoy all and every the demised premisses (except before excepted) without the let, suit, trouble, molestation, interruption or Eviction of him the said T. L. his Heirs, Executors and Assigns, and of all and every other person and persons whatsoever, lawfully claiming by, from or under him the said T. L. his Estate or Title. In witness whereof, &c.

The Repair.

Not to assign without License.

The lessee to enjoy performing Covenants.

An Assignment of a Lease, forfeited upon a Mortgage.

THis Indenture made, &c. Between I. S. of P. and G. E. &c. on the one part, and T. L. of, &c. on the other part Whereas the said I. S. by his Indenture of Lease, bearing date the 24th of *May*, in the twelfth year of the Reign of our said Sovereign Lord that now is, for the Consideration therein expressed, did demise, and grant unto the said G. E. all those parcels of Land, arable, pasture and wood-ground, lying and being in E. in the County of *M.* hereafter particularly mentioned; (That is to say,) one parcel of Arable, containing by estimation 4 acres, &c. together with free liberty of ingress, egress, and regress, way and passage into, and from the same several Lands and Premisses, and every of them; And also all other the Lands, Tenements and Hereditaments whatsoever of him the said I. S. in E. aforesaid, and to him the said I. S. and his Heirs, bargained and sold by M. F. widow, by Indenture dated the, &c. and inrolled in his Majesties Court of Chancery, and the Reversion and Reversions, Remainder and Remainders of all and every the demised Premisses, and every of them, and all Pastures, Feedings, Commons, Woods, Underwoods, Wayes, Water-courses, Easments, Commodities, Advantages, and Appurtenances thereunto belonging, or appertaining, and all Writings, Deeds and Evidences concerning the said Premisses, or any of them: To have and to hold the said several pieces and parcels of Land, Arrable, Pasture, and Wood-ground, and all other the Premisses, with their and every of their Appurtenances, unto the said G. E. and his Assigns, from the day of the date of the said recited Indenture of Lease, unto the full end and term of two hundred years from thence next ensuing, and fully to be compleat and ended without Impeachment of any manner of waste, by and under the yearly Rent of one Pepper Corn if it were demanded, with Conditions therein contained, that if the said I. S. his Heirs, Executors, Administrators and Assigns, should pay unto him the said G. E. his Executors or Assigns, the sum of 100 pound of currant money of *England*, on, &c. according to the Condition of a Surrender of certain Copy-hold-lands, dated the day of, &c. that then from thenceforth the said recited Lease to be void, as by the said recited Indenture of Lease it doth and may appear. And whereas the said I. S. did not, nor hath paid the said moneys according to the said Proviso and Condition, by reason whereof the said Lands and Premisses

Reciting of the Lease.

That the premisses were forfeited.

make, and also shall and will, during the said term, bear, pay, and discharge all manner of payments and duties whatsoever, that shall or may any ways grow due or payable, for or by reason of the demised Premisses, or any of them to the Kingdom or otherwise, and thereof, and therefrom shall and will acquit and discharge the said T. L. his Heirs, Executors and Assigns; And also that he the said R. L. his Executors and Assigns, from time to time, and at all times during the said term, shall and will well and sufficiently make, amend, keep, cleanse and scour all and every the hedges, ditches, pales, gates, stiles, fences, and mounds, upon and about the demised Premisses, and every of them, and the same being well and sufficiently made, amended, kept, cleansed and scoured in the end, or other sooner determination of the term hereby demised, shall and will leave and yield up unto the said T. L. his Executors and Assigns; And also shall not, nor will demise, grant, assign, or let the premisses, or any part or parcel thereof, or depart with his Estate therein, to any person or persons whatsoever, without the License and Consent of the said T. L. his Heirs, Executors and Assigns, under his or their hands in writing, therefore had and obtained; And also shall and will pay all and every the yearly Rents and sums of money hereby reserved, according to the Reservations aforesaid: And the said T. L. for him, his Heirs, Executors and Assigns, and every of them, doth covenant and grant to and with the said R. L. his Executors and Assigns by these presents, That he the said R. L. by and under the Rents, Covenants and Agreements herein contained, and on his and their parts to be paid, done and performed, shall and may during the said term, quietly and peaceably have, hold, occupy and enjoy all and every the demised premisses (except before excepted) without the let, suit, trouble, molestation, interruption or Eviction of him the said T. L. his Heirs, Executors and Assigns, and of all and every other person and persons whatsoever, lawfully claiming by, from or under him the said T. L. his Estate or Title. In witness whereof, &c.

The Repair.

Not to assign without License.

The lessee to enjoy performing Covenants.

An Assignment of a Lease, forfeited upon a Mortgage.

THis Indenture made, &c. Between I. S. of P. and G. E. &c. of the one part, and T. L. of, &c. on the other part Whereas the said I. S. by his Indenture of Lease, bearing date the 24th of *May*, in the twelfth year of the Reign of our said Sovereign Lord that now is, for the Consideration therein expressed, did demise, and grant unto the said G. E. all those parcels of Land, arable, pasture and wood-ground, lying and being in E. in the County of M. hereafter particularly mentioned; (That is to say,) one parcel of Arable, containing by estimation 4 acres, &c. together with free liberty of ingress, egress, and regress, way and passage into, and from the same several Lands and Premisses, and every of them; And also all other the Lands, Tenements and Hereditaments whatsoever of him the said I. S. in E. aforesaid, and to him the said I. S. and his Heirs, bargained and sold by M. F. widow, by Indenture dated the, &c. and inrolled in his Majesties Court of Chancery, and the Reversion and Reversions, Remainder and Remainders of all and every the demised Premisses, and every of them, and all Pastures, Feedings, Commons, Woods, Underwoods, Wayes, Water-courses, Easments, Commodities, Advantages, and Appurtenances thereunto belonging, or appertaining, and all Writings, Deeds and Evidences concerning the said Premisses, or any of them: To have and to hold the said several pieces and parcels of Land, Arrable, Pasture, and Wood-ground, and all other the Premisses, with their and every of their Appurtenances, unto the said G. E. and his Assigns, from the day of the date of the said recited Indenture of Lease, unto the full end and term of two hundred years from thence next ensuing, and fully to be compleat and ended without Impeachment of any manner of waste, by and under the yearly Rent of one Pepper Corn if it were demanded, with Conditions therein contained, that if the said I. S. his Heirs, Executors, Administrators and Assigns, should pay unto him the said G. E. his Executors or Assigns, the sum of 100 pound of currant money of *England*, on, &c. according to the Condition of a Surrender of certain Copy-hold-lands, dated the day of, &c. that then from thenceforth the said recited Lease to be void, as by the said recited Indenture of Lease it doth and may appear. And whereas the said I. S. did not, nor hath paid the said moneys according to the said Proviso and Condition, by reason whereof the said Lands and Premisses

Recital of the Lease.

That the premisses were forfeited.

misses are absolutely come unto and vested in him the said G.E. for all the rest and residue of the said term of 200 years by the foresaid Lease, demised and granted as aforesaid: Now this Indenture witnesseth, That the said G.E. at the request and by the appointment of the said I.S. and for and in consideration of the sum of 100 pound of currant money of *England*, to him in hand paid by the said T.L. and the said I. S. for and in Consideration of the sum of 100 pound of currant money to him by the said T.L. in hand paid by the said T.L. the receipts of which several sums of money they the said G. E. and I. S. do hereby severally acknowledge, and thereof do severally acquit and discharge the said T.L. his Heirs, Executors, Administrators and Assigns, and every of them for ever by these presents;

The Assignment. Have demised, granted, bargained, sold, assigned and confirmed, and by these presents do jointly and severally demise, grant, bargain, sell, assign and confirm unto the said T.L. his Executors and Assigns, all those the foresaid several parcels of Land, Pasture, and Wood-ground, lately stocked up, and Premisses with their Appurtenances in the said recited Indenture of Lease mentioned and expressed, and all their, and either of their estate, right, title, interest, term for years, claim and demand whatsoever of them the said G.E. and I.S. therein and thereunto, together with the said recited Indenture of Lease: To have and to hold all

The Habendum, and every the said several pieces and parcels of Land, Pasture, and Wood-ground, with their Appurtenances unto the said T.L. his Executors, Administrators and Assigns, for and during all the rest and residue of the said term, and now to come and unexpired, in as full and ample manner, to all intents and purposes, as they the said G. E. and I.S. or either of them, may or might hold or enjoy the same, by vertue of the said recited Indenture of Lease, or otherwise however; And

A Covenant to enjoy the remainder of the term. the said G. E. for himself, his, &c. doth Covenant and grant, &c. that he the said T. L. his Executors and Assigns, shall and may at all times during the said term or residue of the said term and number of years now to come and unexpired, quietly and peaceably, have, hold, occupy and enjoy all and every the said parcels of Land, Pasture and Wood-ground, with their Appurtenances, without the let, suit, trouble, Expulsion or Eviction of him the said G.E. his Executors and Assigns, and of all and every other person and persons whatsoever, lawfully claiming by, from or under him the said G. E. his estate or title, and absolutely freed and discharged from all charges and incumbrances

brances whatsoever, done or suffered by him the said G. E. or by his means, act or procurement. And the said I. S. for himself, his, &c. *ut supra*. That in case the said Lands, Wood-grounds and Premisses hereby mentioned to be assigned, together with other parcels of Copy-hold-lands of the said I. S. lying in E. aforesaid, and by him the said I. S. sold to him the said T. L. and his Heirs, shall fall out and appear to be under the quantity of 24 Acres, at which quantity the same is now sold, and estimated unto him the said T. L. That then he the said I. S. his Executors and Assigns, shall pay and allow unto him the said T. L. so much moneys, and after the rate of 12 pound for every Acre, and after that rate for a greater or lesser quantity, then one Acre that shall want of the said quantity and number of 24 Acres. And also that he the said T. L. his, &c. shall and may quietly and peaceably have, hold, possess and enjoy all and every the said Lands and remisses, with their Appurtenances, without the let, suit, trouble, disturbance, molestation, interruption or eviction of him the said I. S. his Heirs, Executors and Assigns, and of all and every other person and persons whatsoever, lawfully claiming by, from or under him the said I. S. his estate or title, and absolutely freed and discharged from all fines, issues, amerciaments, forfeitures, and all and all manner of charges and incumbrances whatsoever made, done or suffered by him the said I. S. or by his act, means, neglect or procurement, the foresaid recited Indenture of Lease made to the said G. E. only excepted, &c.

A Covenant if the number of Acres be wanting, so much money to be re-paid.

To enjoy against the Mortgager.

A Lease for three lives of a Messuage and Lands unto those that sold the same, it being so agreed upon sale thereof. Well pen'd.

THis Indenture made, &c. Between I. B. of, &c. on the one part, and I. L. of, &c. and E. his wife, and I. L. his Son, on the one part. Whereas the said I. L. and E. his wife, by their Indenture of bargain and sale, dated the second day of *October* last past, for the Consideration therein expressed, and by other assurance in Law, have sold and conveyed unto the said I. B. his Heirs and Assigns for ever, all that Messuage or Tenement, with the Appurtenances, wherein the said I. L. then did and now doth inhabit, scituate and being in L. M. aforesaid, and all those the Lands hereafter particularly mentioned and expressed,

Recital of the Lessees sale with agreement that the Lessor should make a Lease.

expressed, as by the said recited Indenture of bargain and sale amongst other things therein contained, it doth and may appear. And whereas it was agreed between the said I. B. and the said I. L. at the time of executing the said Conveyance, as in part of the bargain for the said Messuages and Lands, that the said I. B. shall make a Lease of the said Messuage and Lands unto the said I. L. E. his wife, and the said I. his son,

The Consideration. for their lives successively, at the yearly rent of 4 pounds *per annum*. Now this Indenture witnesseth, that the said I. B. being about the age of 28 years, as well in performance of the said agreement on his part made aforesaid, and of the yearly rent hereby reserved, and for other good causes and considerations him moving, Hath demised, set, and to farm-letten, and by these

The Demise. presents doth demise, set, and to farm-let, unto the said I. L. E. his wife, and the said I. all that the foresaid Messuage or Tenement with the Appurtenances, wherein the said I. L. doth now inhabit and dwell, scituate and being in *Lond.* aforesaid, and all those the Lands hereafter particularly mentioned, (*viz.*) one half acre of Land, &c. *mentioning the particulars, &c.* Together with all Houses, Edifices, Buildings, Barns, Stables, Yards, Back-sides, Orchards, Gardens, Commons, Commodities, Ways, Easments, Emoluments, Hereditaments, and Appurtenances whatsoever, to the said Messuage or Tenement, and Premisses, or any of them belonging, or in any wise appertaining, and now used therewith (except all Woods, Timber and Trees, growing or to be growing on the Premisses, or any of them: And also except all those four Cottages or Tenements, heretofore built on part of the Orchard, belonging to the said Messuage or Tenement hereby demised, now being in the several tenures or occupations of R. E. T. F. W. R. and L. D. their Assignee or Assignees) To have and to hold the said Messuage or Tenement, and all other the Premisses, with their Appur-

The Habendum. tenances, (except before excepted) unto the said I. L. E. his wife, and I. L. for and during the term of their natural lives, and the life of the longer liver of them, successively one after another as they are herein named: Yielding and paying therefore yearly, and every year during the said term hereby demised unto the said I. B. his Heirs and Assigns, the yearly rent or sum of 4.

The Reddendum. pounds of current money of *England*, at two Feasts or Terms in the year most usual, *viz.* the Feast of, &c. to be paid at, &c. the first payment thereof at the Feast of the Annuntiation of, &c. next ensuing; And if it happen

happen the ſaid yearly Rent, or any part thereof to be behind and unpaid by the ſpace of eight days next after any or either of the ſaid Feaſts or days of payment, whereon the ſame ought to be paid as aforeſaid; That then it ſhall and may be lawful to and for the ſaid I. B. his Heirs and Aſſigns, and every of them to enter into and upon the ſaid Meſſuage and Premiſſes, and every or any of them, and to diſtrain for the ſame, and the diſtreſs and diſtreſſes there had and taken, to lead, drive, take and carry away, and the ſame with him and them to detain and keep untill the ſaid yearly Rent and the Arrerages thereof, if any happen to be unto the ſaid I. B. his Heirs and Aſſigns, ſhall be contented and paid: And the ſaid I. L. E. his wife, and the ſaid I. L. for themſelves jointly, and ſeverally, and for every and either of them, their, every and either of their ſeveral and reſpective Executors, Adminiſtrators and Aſſigns, and every of them, do and doth covenant and grant to, &c. That they the ſaid I. L. E. his wife, and I. L. their ſeveral Executors, Adminiſtrators and Aſſigns, and every of them at their own proper coſts and charges, in and by all things, ſhall and will well and ſufficiently repair, maintain, uphold, keep, cleanſe, and ſcour, all and every the Houſes, Buildings and Edifices, hereby demiſed, and now built upon the Premiſſes, and belonging to the ſame, and which at any time hereafter, during the term hereby demiſed, ſhall be erected and built upon the demiſed Premiſſes, or any part thereof, and the hedges, ditches, fences, pales and mounds, upon and about the demiſed Premiſſes, and every of them well and ſufficiently, ſhall make, keep, cleanſe and ſcour, and the ſaid Meſſuage or Tenement, Houſes and Buildings which are, or at any time hereafter during the term hereby demiſed, ſhall be erected or built in or upon the ſame, or any part thereof, being ſo well and ſufficiently repaired, maintained, upholden, kept, cleanſed and ſcoured in the end, or other determination of the ſaid term hereby demiſed, ſhall and will leave and yield up unto the ſaid I. B. his Heirs and Aſſigns, And alſo that they the ſaid I. L. E. his wife, and the ſaid I. L. and every of them, and their and every of their Aſſigns, ſhall and will permit and ſuffer him the ſaid I. B. his Heirs and Aſſigns, together with three or four or fewer Workmen, or other perſons at their or any of their wills and pleaſures, being at convenient times, twice every year quietly to enter into or upon the ſaid Meſſuage or Tenement, and all other the demiſed Premiſſes, to view

The Diſtreſs.

Covenant to repair.

To view the defaults of reparations.

view and search whether the ſame be well and ſufficiently repaired or not; And of all and every the defaults and defaults for want of Reparations then and there found, to give or leave notice in Writing at the ſaid Meſſuage or Tenement unto or for the ſaid I. L. and E. his Wife, and the ſaid I. L. to repair and amend the ſame from time to time during the terms hereby demiſed, alwayes within the ſpace of ſix months next after every ſuch notice in Writing ſo given or left as aforeſaid; And alſo that neither they the ſaid I. L. E. his Wife, nor the ſaid I. L. nor any, nor either of them, ſhall not at any time or times hereafter grant, bargain, ſell, aſſign or ſet over, demiſe, let, or depart with the ſaid Meſſuage and Premiſſes, or any part or parcel thereof, or his, her, or their, or any of their right, title, intereſt, or eſtate in or to the Premiſſes or any of them, without the ſpecial licenſe and conſent of the ſaid I. B. his Heirs and Aſſigns, under his or their hand in Writing therefore firſt had and obtained. Provided always, and it is Conditioned by and between the parties to theſe preſents, That if it ſhall happen the ſaid yearly Rent, or any part thereof to be behind and unpaid by the ſpace of twenty eight days next after any or either of the Feaſts or days of payment before mentioned or ſet down for payment thereof, contrary to the form aforeſaid, the ſame being lawfully demanded, or if all and every the ſaid default and defaults for want of Reparations, of or in the Premiſſes, or any of them, at the time of ſuch view or ſearch as is aforeſaid, ſhall be found, and whereof notice in Writing ſhall be given or left to repair and amend the ſame, in manner and form aforeſaid, ſhall not from time to time be well and ſufficiently repaired and amended alwayes within the ſpace of ſix months after every ſuch notice given or left in Writing as aforeſaid, That then, and at all times after in every the Caſes as aforeſaid, it ſhall any may be lawful to and for the ſaid I. B. his Heirs and Aſſigns, and every of them into and upon the ſaid Meſſuage or Tenement, Lands and Premiſſes, and every of them to re-enter, and the ſame to have again, retain, re-poſſeſs and enjoy, as in his and their firſt and former eſtate; This Indenture, or any thing herein contained to the contrary thereof in any wiſe notwithſtanding: And the ſaid I. B. for him, his Heirs and Aſſigns, and for every of them, doth Covenant, &c. by theſe preſents, that they the ſaid I. L. E. his Wife, and the ſaid I. L. by

The repair upon notice.

Not to demiſe without Licenſe.

Proviſo upon non-payment or non-reparation to re-enter.

The Leſſee to enjoy performing Covenants.

by and under the yearly Rent, Covenants and Conditions in and by theſe preſents reſerved, and on their parts ſeverally to be paid, done and performed according to the intent of theſe preſents, ſhall or may peaceably and quietly have, hold, poſſeſs and enjoy the ſaid Meſſuage or Tenement, Lands, and all other the Premiſſes, with their Appurtenances, without the let, ſuit, trouble, diſturbance, denial, moleſtation, interruption or eviction of him the ſaid I. B. his Heirs and Aſſigns, and of all and every other perſon and perſons whatſoever, lawfully claiming by, from or under him the ſaid I. B. his Heirs or Aſſigns, or his, their, or any of their eſtate, right or title. In witneſs whereof, &c.

An Indenture reciting a Bargain and Sale of the Moiety of a Manner, &c. in truſt for the uſe of another, the ſame is hereby re-conveyed to the perſon truſting.

THis Indenture made, &c. Between Sir W.B. of, &c. on the one part, Brother and Heir to H. B. Eſq; deceaſed, and W. E. of H. &c. on the other part; Whereas Sir I.W. of, &c. and I. F. of, &c. by their Indenture bearing date the ſecond day of, &c. in the twelfth year of, &c. did alien, bargain, and ſell unto the ſaid H.B. and E.P. of, &c. all that Meſſuage or Tenement with the Appurtenances, ſcituate and being in L. aforeſaid, in the County of, &c. all thoſe, &c. And alſo Common of paſture, and feeding for ſuch and ſo many horſes, beaſts, ſheep, and other Cattle to be had and taken in and upon the Common Fields, Meadows, Paſtures, and Commonable places in L. aforeſaid, at ſuch times and ſeaſons of the year, and in ſuch manner and form, as the Tenants and occupiers of the ſaid Premiſſes have before this time uſed to have and take the ſame, and alſo all and ſingular houſes, edifices, &c. and alſo the Reverſion and Reverſions of all and ſingular the ſaid Premiſſes, and the yearly Rents thereupon reſerved; To have and to hold the one Moiety and half-part of all the ſaid Meſſuage or Tenement, and of the ſaid four yard-lands of Arrable Land, Meadow and Paſture, and of all and ſingular other the ſaid Premiſſes whatſoever, with the Appurtenances in and by the ſaid recited Indenture bargained and ſold, and of every part and parcel thereof to the ſaid H. B. his Heirs and Aſſigns, to the only uſe and behoof of him the ſaid H. B. his Heirs and Aſſigns for ever; Which ſaid Grant, Bargain and Sale, for and concerning the ſaid Moiety, of all and ſingular the Premiſſes before mentioned to be by the ſaid recited Indenture, granted, bargained and ſold unto the ſaid H.B. as aforeſaid, was had and made to

and in the name of the said H.B. by the nomination and appointment of the said W.E. and in truſt to the uſe of the said W.E. his Heirs and Aſſigns. Now this Indenture further witneſſeth, that the said Sir W. B. according to the said truſt, and at the requeſt and deſire of the said W.E. and for divers other good cauſes and conſiderations him thereunto moving, Hath aliened, bargained, ſold, enfeoffed and confirmed, and by theſe preſents doth alien, bargain, ſell, enfeoff and confirm unto the said W.E. his Heirs and Aſſigns, All that the said Moiety and half part of all the said Meſſuages, and of the said four yard-lands of arrable Land, Meadow and Paſture with the Appurtenances, and every part and parcel thereof, and all other the Premiſſes whatſoever, in and by the said recited Indenture, bargained and ſold unto the said H.B. or to his uſe as aforeſaid, and alſo the Reverſion and Reverſions of all and ſingular the Moiety and half part of all and ſingular the ſaid Premiſſes, and every part thereof, and the yearly Rents thereupon reſerved due and payable; To have and to hold the ſaid Moiety and half part of all the ſaid Meſſuage or Tenement, and of the ſaid four yard-lands, of arrable Land, Meadow, and Paſture, with their Appurtenances, and the Reverſion and Reverſions, before ſpecified in and by the ſaid recited Indenture, bargained and ſold to or for the uſe of the ſaid H.B. as aforeſaid, unto the ſaid W.E. his Heirs and Aſſigns to the only uſe and behalf of the ſaid W.E. his Heirs and Aſſigns for ever; And the ſaid Sir H.B. for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them doth Covenant and grant to and with the ſaid W.E. his, &c. That he the ſaid Sir H. B. for and notwithſtanding any act or thing whatſoever by him done or ſuffered to the contrary, now is, and at the time of the enſealing hereof, and of the firſt executing an eſtate by force of theſe preſents, ſhall be lawfully ſeized in his Demeaſn, as of Fee-ſimple to him and his Heirs, of and in the Moiety, and one half of the ſaid Meſſuage or Tenement and Premiſſes whatſoever, with the Appurtenances in and by the ſaid recited Indenture, bargained and ſold unto the ſaid H. B. to his uſe as aforeſaid, and that he the ſaid Sir H. B. for and notwithſtanding any act or thing by him done or ſuffered to the contrary as aforeſaid, now hath, and then ſhall have good right, full power, and lawful authority to bargain, ſell and convey the ſaid Moiety of the ſaid Meſſuage or Tenement and Premiſſes, with the Appurtenances in the ſaid recited Indenture, bargained and ſold unto him the ſaid H.B. as aforeſaid, unto the ſaid W. E. his Heirs and Aſſigns, according to the intent of theſe preſents: And that he the ſaid W. E. his Heirs and Aſſigns, ſhall or may for ever hereafter peaceably and

and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Moiety of the ſaid Meſſuage, or Tenement and Premiſſes with the Appurtenances, in the ſaid recited Indenture mentioned to be conveyed to the ſaid H.B. or to his uſe as aforeſaid, without the let, ſuit, trouble, moleſtation, interruption or eviction of him the ſaid Sir H. B. his Heirs or Aſſigns, or of any other perſon or perſons whatſoever, lawfully claiming by, from or under him, his eſtate or title; *L. Cun Coven. pro ulter. Aſſur. & Litterdal.* Attorney, &c. In witneſs whereof, &c.

A Covenant to deliver Evidences by ſuch a time.

AND the ſaid G. A. for him, &c. that he the ſaid G. A. his Heirs, Executors or Adminiſtrators, or ſome of them ſhall and will before the firſt day of *March*, next enſuing the date hereof, deliver, or cauſe to be delivered unto the ſaid A. Lady D. and Sir I. D. or to one of them, all ſuch Deeds, Charters, Evidences, Court-Rolls, Exemplifications of Records, Tranſcripts of Fines, Terriers, Eſcripts, Writings and Monuments, concerning only the Premiſſes, or only any part or parcel thereof, as now be in the poſſeſſion, cuſtody or keeping of the ſaid G. A. or of any other perſon or perſons by his delivery, or to his uſe, or which he may obtain, get, or come by without ſuit in Law, whole, uncancelled, ſafe, and undefaced, or in as good plight as the ſame now are and be, and alſo true Copies of all ſuch other Deeds, Charters, Evidences and Writings, as the ſaid G. A. hath, touching and concerning the ſaid Lands and Premiſſes, or any part thereof, jointly, or together with any other Lands, &c. of the ſaid G. A. the ſaid A. Lady D. and Sir I. D. and their Heirs, or ſome or one of them, paying or bearing the charge of making and writing the ſame Copies, &c.

A Declaration of a Fine and Recovery to variety of uſes Well pen'd.

THis Indenture made, &c. Between the Right Honourable T. Lord W. of the one part, and the Right Honourable W. Lord P. Sir M. F. of, &c. on the other part;

Whereas the ſaid M. B. and W. D. in the term of E. in the eleventh year of the Reign of our Soveraign Lord King *James*, of *England*, &c. by Writ of Entry, *Sur Diſſeiſin in le poſt*, did recover againſt the ſaid T. Lord W. all thoſe the Manors of M. *alias* M. A. L. A. R. and N. with the Appurtenances, and of 30 Meſſuages, 30 Toftes, 6 Water-mills, 6 Dove-houſes, 30 Gardens, 1000 acres of Land, 200 acres of Meadow, 300 acres of Paſture, 2000 acres

Recital of the Recovery.

of wood, 300 acres of Furze and Heath, 10 pounds Rent, free warren and view of Frank-pledge, with the Appurtenances in *M. alias M.* A. N. and S. and also the Advowson of the Churches of *M. alias* M. and A. as in and by the said Recovery remaining of Record in his Majesties said Court of Common-Pleas at *Westminster*, to which, Relation being had, more at large appeareth. And whereas in the *Of the Time.* term of the Holy Trinity last past before the date hereof (that is to say) *a Die Sanctæ Trinitatis in tres septimanas*, in the said term in the Court of our Soveraign Lord the Kings Majesty before his Justices at *Westminster*, a Fine, *Sur Cognizance de droit come ceo, &c.* with Proclamations according to the form of the Statute, in such case made and Provided, was levyed between the said W. R. and W. D. Plaintiffs, and the said T. Lord W. Deforceant of the Mannors of T. *alias* T. and B. *alias* B. with the Appurtenances in the County of W. and W. and of all that Grange or Capital Messuage, called H. house, and of all the Messuages, Lands, Tenements, Rents, Reversions, Services and Hereditaments whatsoever, to the said Mannors and Grange, or any of them belonging or appertaining; or reputed to belong or appertain, or as part or parcel, or member of them or any of them, or accepted, reputed, taken, demised, used, occupied or enjoyed as part thereof in the said Counties of W. and W. and of all other the Messuages, Lands, Tenements, Rectories, Tithes and Hereditaments, with the Appurtenances of the said T. Lord W. in the said Counties of W. and W. by the names of the Mannors of T. *alias* T. and B. *alias* B. with the Appurtenances, and of 40 Messuages, 20 Tofts, 4 Water-mills, 4 Dove-houses, 40 Gardens, 1000 acres of Land, 600 acres of Meadow, 1000 acres of Pasture, 400 acres of Wood, 400 acres of Furze and Heath, 20 acres of Marsh, and 20 shillings Rent, with the Appurtenances in T. *alias* T. Aln-Church, B. *alias* B. F. and Beoleyl, and also of the Rectories of T. *alias* T. and B. *alias* B. with the Appurtenances, and all and all manner of tithes of Corn and Hay, growing, coming or renewing in T. *alias* T. and B. *alias* B. and of the advowson of the Vicaridge of the Church of T. *alias* T. in the County of W. and of the Mannors of T. *alias* T. and B. *alias* B. with the Appurtenances, and 4 Messuages, and one Dove-house, 4 Gardens, 300 acres of Land, 600 acres of Meadow, 300 acres of Pasture, 200 acres of Wood, and 30 acres of Marsh, with the Appurtenances in T. *alias* T. Aln-Church, and B. *alias* B. and also of the Rectory of T. *alias* T. and B. *alias* B. with the Appurtenances, and of all and all manner of tythes of common hay, growing, coming, and renewing in T. *alias* T. and B. *alias* B.

and

and of the Advowſon of the Vicaridge of the Church of T. *alias* T. in the County of W. as by the ſaid Fine remaining of Record, in his Majeſties ſaid Court of Common Pleas at *W.* to which Relation being had, more fully and at large appeareth: Now this Indenture witneſſes,

That the true intent and meaning of the ſaid T. Lord W. and of the ſaid Recoverers, and parties to the ſaid Recovery, and alſo of the ſaid Cognizees of the ſaid Fine, and parties to the ſame Fine, and of all and every of the parties to theſe preſents, before and at the ſeveral reſpective time and times of the ſuffering of the ſaid Recovery and Acknowledgment, and levying of the ſaid Fine, for touching or concerning the ſaid Mannors, Lordſhips, Lands, Tenements, Hereditaments and Premiſſes, whereof the ſaid Recovery and Fine were ſeverally and reſpectively ſuffered, levyed and had as aforeſaid, always was, and yet is, that as well the ſaid Recovery, as the ſaid Fine, and all and every Fine and Fines, Recovery and Recoveries, and other Acts and Aſſurances of the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Rectories, Tythes, Advowſons, Hereditaments and Premiſſes, or of any of them, with the Appurtenances at any time heretofore ſuffered, levyed, executed or had, wherein or whereunto the ſaid T. Lord W. was or is any ways a party, and all and every the executions of the ſame, and every of them, ſhould and ſhall be and enure, and be conſtrued, adjudged, deemed, and taken to be and enure; And were and hereby are Covenanted, granted, concluded, agreed and declared to be and enure, to the uſes, purpoſes and intents, and under the Proviſions, Conditions and Limitations, hereafter in theſe preſents expreſſed, limited and declared, and that the ſaid Recoverers, and either of them, and all the parties to the ſame Recovery, and the parties-takers thereby, and their Heirs, and all other perſon and perſons, and his and their Heirs, who then were, and now are, or hereafter ſhall be ſeized of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances comprized in the ſaid Recovery, ſhould, and ſhall ſtand and be ſeized of the ſame Mannors, Lands, Tenements, Hereditaments and Premiſſes comprized in the ſaid Recovery, and every parcel thereof, with the Appurtenances, to the ſame uſes, purpoſes, and intents hereafter expreſſed; And that the ſaid Cognizees of the ſaid Fine, and either of them, and all the parties to the ſame Fine, and the takers thereby, and the Heirs of them, and every

The intent of the parties.

of them, and all and every other person and persons, and his and their Heirs, who at the time of the levying of the said Fine then were, or now are, or hereafter shall be seized of the foresaid Mannors, Lands, Tenements and Hereditaments and Premisses, with the Appurtenances, Comprized in the said Fine, and every of them, should, and shall stand and be seized of the same Mannors, Lands, Tenements, Hereditaments, and Premisses, Comprized in the said Fine, and every parcel thereof, with the Appurtenances to the uses, purposes and intents hereafter in these presents expressed and declared, (that is to say,) for, touching and concerning all that the foresaid Capital Messuage or House, called H. house, scituate and being within the said Mannor of T. in the said Counties of W. and W. with the Orchards, Gardens, Barns, Stables, Hop-yards thereunto belonging: And also as for touching and concerning the said several Lands, Tenements and Hereditaments next hereafter mentioned, and in the said several Recoveries comprized (that is to say) two Meadows called H. Meadows, containing by estimation 60 acres more or less, one Pasture called C. containing by estimation 40 acres, one wood called B. containing 16 acres, &c. parcel of the said Mannors, Lands, Tenements, Hereditaments and Premisses in the said Counties of W. and W. To

The Uses. the only use and behoof of the said T. Lord W. and his Assigns, for and during the term of his natural life without Impeachment of or for any waste, and with full power to commit waste, and from and after the decease of the said T. Lord W. then to the use and behoof of the Lady K. now wife of the said T. Lord W. for and during the term of her natural life, for her Joynture, and in lieu, and full recompence of her Dower, out of all the Mannors, Lands, Tenements and Hereditaments, whereof the said T. Lord W. now is, or hereafter shall be seized: And for and touching all the residue of all the said Mannors, Lands, Tenements, Hereditaments and Premisses, with their Appurtenances in the said Counties of W. and W. And for touching and concerning all the said Mannors, Lands, Tenements, Hereditaments and Premisses in the said County of G. to the only use and behoof of the said T. Lord W. and his Assigns, for and during the term of his natural life, without Impeachment of or for any manner of waste; and for touching and concerning the immediate Remainder of the said Capital Messuage called H. house, and of all the said Lands, Tenements and Premisses before particularly mentioned, or meant to be limited to the use of the said Lady K. for her Joynture as aforesaid, immediately from and after the decease of the said T. Lord W.

and

and of the ſaid Lady K. and of the longer liver of them, and the immediate Remainder of all the reſidue of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes in the ſaid Counties of W. and W. (whereof there is no uſe before limited or declared to the ſaid Lady K. for her Joynture:) And for touching and concerning the immediate Remainder of all the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes in the ſaid County of G. immediately from and after the deceaſe of the ſaid T. Lord W. to ſuch uſes, purpoſes and intents, and under ſuch Proviſions, Conditions and Limitations, as hereafter in theſe preſents are ſpecified, expreſſed, limited and declared, and to none other uſe, intent or purpoſe whatſoever, that is to ſay, To the uſe and behoof of the ſaid Right Honourable W. Lord P. N. F. &c. their Executors, Adminiſtrators and Aſſigns, for and during the term and ſpace of, &c. years to commence and begin, as hereafter followeth, that is to ſay, for touching and concerning the ſaid Meſſuages, Lands, Hereditaments and Premiſſes before limited to the uſe of the ſaid Lady K. for her Joynture, (parcel of the ſaid Mannor, Lands, Tenements and Hereditaments, comprized in the ſaid Fine) to begin immediately from and after the deceaſe of the longeſt liver of them the ſaid T. Lord W. and of the ſaid Lady K. and for touching and concerning all the reſt and reſidue of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, as well in the ſaid Counties of W. and W. as in the ſaid County of G. for and during the term and ſpace of years, to commence immediately from and after the deceaſe of the ſaid T. Lord W. for and to the intent and purpoſe that the ſaid W. Lord P. N. E. &c. their Executors, Adminiſtrators and Aſſigns, ſhall and may receive, perceive, diſpoſe and imploy the Rents, Revenews, iſſues and profits of all the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, reſpectively for and during the ſaid term or terms of years, for and towards the payment and ſatisfaction of all ſuch debts and ſums of money which the ſaid T. Lord W. doth now owe, or hereafter ſhall borrow or owe, or for which any perſon or perſons doth, or hereafter ſhall ſtand engaged for or with the ſaid T. Lord W. and for his proper debt, and for the payment of ſuch Annuities, Rent or Rents, and ſecuring ſuch Leaſes as the ſaid T. Lord W. hath granted, or hereafter ſhall grant or mention, or limit to be iſſuing or going out of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, or out of any of them, or out of any parcel of them, or any of them to any perſon or

For payment of debts and other charges.

perſons which is, or are, or have been, or hereafter ſhall be the ſervant or ſervants of the ſaid T. Lord W. for or in regard, or in reſpect of his or their ſervice or ſervices, done or to be done to the ſaid T. Lord W. or to any perſon or perſons, for any money heretofore received, borrowed or taken up, or hereafter to be received, borrowed or taken up by the ſaid T. Lord W. or to his or their Executors, Adminiſtrators and Aſſigns, and alſo for and towards the payment of ſuch Legacy or Legacies, and ſums of money which the ſaid T. Lord W. ſhall by his laſt Will and Teſtament in Writing, to be ſigned, ſealed and publiſhed between three or more ſufficient Witneſſes, give, limit, ordain or appoint. And from and after the end, expiration, ſurrender or other determination of the ſaid term, or terms of years, as they ſhall ſeverally end and determine, then to the uſe and behoof of ſuch perſon and perſons, and for ſuch eſtate and eſtates, and for ſuch part and parcel as the ſaid T. Lord W. ſhall by his laſt Will in writing, in preſence of two credible witneſſes or more, appoint, limit or declare. Provided alwaies, and the true intent and meaning of the ſaid T. Lord W. and of all the parties to the ſaid Recovery and Fine, and of the parties to theſe preſents, and every of them, before and at the ſeveral and reſpective times of the ſuffering of the ſaid Recovery, and the acknowledging and levying of the ſaid Fine, was, and yet is, and is hereby ſo expreſſed, publiſhed and declared, that notwithſtanding any thing herein before contained, it ſhall and may be lawful to and for the ſaid T. Lord W. from time to time, and at all times for and during his natural life at his will and pleaſure, either by act or acts in writing, under his hand and ſeal, to be ſealed and ſigned before two or more Witneſſes of Credit, and executed in his life time, or by his laſt Will and Teſtament in Writing by him to be ſealed, ſubſcribed and publiſhed before two or more ſuch Witneſſes, to give, grant, or make any Leaſe or Leaſes for life, lives or years of all or any of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, or any of them, other than during the life of the ſaid Lady K. of the ſaid chief Manſion-houſe called H. houſe, and ſo much of the Demeaſns, Lands, Tenements, and Premiſſes next adjoining to the ſaid Chief Manſion-houſe, as ſhall amount to the clear yearly value of one hundred and fifty pounds over and above all charges and Reprizes: Upon which Leaſe or Leaſes, the accuſtomed or greateſt yearly rent or value heretofore paid

Power to make Leaſes.

Or to charge the premiſſes to ſecure moneys to be hereafter borrowed.

paid for the ſaid premiſſes, or more ſhall be reſerved, or to charge the ſame Premiſſes, or any parcel thereof, (except before excepted, and for the time aforeſaid) with any Rent or Rents, Annuity or Annuities, Recognizance or Recognizances in the nature of the Statute Staple or Merchant, or by or with any other Recognizance or Recognizances, Judgment or Judgments of what nature ſoever for the aſſurance of payment of any ſum or ſums of money which he the ſaid T. Lord W. either hath taken up, or borrowed, or ſhall hereafter receive, take, borrow or contract for, of or with any perſon or perſons, for or to his uſe or otherwiſe, or for the ſecuring of any perſon or perſons who now is, or are, or ſtand, or that at any time hereafter ſhall ſtand or become bound for him the ſaid T. Lord W. or otherwiſe at his free-will and pleaſure, and that the ſaid Recovery, Fine and Fines, and other Acts and Aſſurances ſhall be and enure, and the ſaid Recoverors and parties to the foreſaid Recovery, and the Cognizees and parties to the ſaid Fine, and the parties-takers thereby and their Heirs, and all and every other perſon or perſons, who now are or ſtand, or hereafter ſhall be, or ſtand ſeized of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, by force or under the ſaid Recovery and Fine, or either of them, and his and her Heirs, ſhall ſtand and be ſeized of all, or ſo much of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, and every parcel thereof with the Appurtenances, which is or ſhall be ſo given, granted, leaſed, charged or diſpoſed of, from and after ſuch gift, grant, leaſe, charge, diſpoſition, or other Act or Acts to ſuch uſes, intents and purpoſes, and to the uſe of ſuch perſon and perſons to whom ſuch gift, grant, leaſe, charge, diſpoſition, or other Act or Acts hath been, or ſhall be made as aforeſaid, and to the uſe, intent and purpoſe, that the party and parties to whom any Rent or Rents, Annuity or Annuities, Recognizance or Recognizances, Statutes, Judgments, or other charges already granted, or hereafter to be granted, made or charged, of, upon, or out of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, or any parcel thereof by the ſaid T. Lord W. ſhall and may duly have, levy, perceive, take and enjoy the fruit, benefit and effect of the ſame Leaſe and Leaſes, Rent and Rents, and other charge and charges, according to the purport, intent, and true meaning of the ſaid Grant and Grants, Leaſe and Leaſes, Recognizance and Recognizances, Judgment and Judgments, Charge and Charges, and every or any of them, any thing in theſe preſents before contained to the contrary thereof notwithſtanding:

standing: Provided, and it is further hereby Covenanted, granted, condescended, agreed, published and declared by and between all and every of the foresaid parties; That the true intent and meaning as well of the foresaid Recovery, as of the said Fine, and of all and every of the respective parties to the same, and to these presents alwaies was, and is, that it should and might, and shall and may be lawful to and for the said T. Lord W. from time to time, at any time or times during his life, by his writing or writings, by him to be signed or sealed in the presence of three Witnesses of Credit or more, or to be inrolled in any of the Courts of Record, of our Soveraign Lord the Kings Majestie; his Heirs or Successors to signifie or declare that his will and pleasure is, that all or any of the use or uses, estate or estates in possession, Reversion or Remainder, limited, appointed, raised, created or implyed in or by these presents, shall cease, determine, be void or revoked of, for, touching or concerning all or any of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premisses, or any of them, or concerning any part or parcel of them or any of them; And that then and from thenceforth all and every of the said use and uses, estate and estates in possession, Reversion or Remainder, so signified and declared to cease, determine, be void or revoked, shall then and from thenceforth cease, determine and be utterly void and revoked, according to the true intent and meaning of the said T. Lord W. so as aforesaid to be signified and declared, other then such lease or leases, estate or estates, or charges which he the said Lord W. hath or shall make, lay, or charge of or upon any of the Premisses, for satisfying debts, or for valuable Consideration in money, or otherwise by force of the foresaid Proviso in these presents before expressed: And also that then and from thenceforth, at all time and times after such signification or significations, declaration or declarations so to be made, it shall and may be lawful to and for the said T. Lord W. at any time or times during his life, so oft as he shall think good by any other his Writing by him to be sealed, acknowledged and inrolled, or sealed and subscribed as is aforesaid, to limit, create, appoint, and declare of, for and concerning the said Mannors, Lands, Tenements, Hereditaments and Premisses, or any of them, any new, or any other use or uses to the same, or any other person or persons whatsoever: And that then, and after such new limitation, the said Recovery and Fine respectively shall be and enure, and the said Recoverors and

To make void the said use.

To create new Uses.

and parties-takers by the said Recovery, and the said Cognizees of the said Fine, and the parties-takers thereby and their Heirs, and all and every person and persons, who then shall be and stand seized of and in the Premisses, or any part thereof, whereof such new use shall be declared, created, raised, limited or appointed, and his and their Heirs shall respectively stand and be seized of the same Premisses, or such part thereof, whereof such new use or uses shall be declared, limited or appointed to such use and uses of such person and persons, to whom such other or new estate or estates, use or uses shall be so newly declared, created, raised, limited or appointed, and of, and for such estate and estates, and in such manner and form, and by or under such Limitations, Conditions and Provisoes, as shall be so newly appointed, expressed or declared, and for want of such declaration, or new limitation so to be made after any such Revocation; Then the said Recovery and Fine touching such of the Premisses, whereof no such Declaration, Limitation or appointment of use shall be made, shall be and enure to the only use and behoof of the said T. Lord W. his Heirs and Assigns, for ever, any matter or thing whatsoever herein before contained to the contrary thereof notwithstanding. But it is, and always was the intent of all the parties to these presents, that no Revocation or new Limitation should or shall any way frustrate or make void any Lease, Estate, Rent or Charge made, granted or charged, or to be made, granted or charged of or upon the Premisses, or any parcel thereof, for valuable Considerations of money, borrowed or received of the said Lord W. by vertue or force of any former Proviso in these presents expressed, but that the same and every of them, shall stand good, according to the purport and meaning of them, and every of them, notwithstanding any such Revocation, or new Limitation futurely to be made. In witness, &c.

No new Declaration to hinder an Estate granted before Revocation.

A Covenant to settle Lands for natural affection.

THis Indenture made, &c. Between R. D. of, &c. on the one part, and T. D. and E. S. of, &c. on the other part; Witnesseth, that the said R. D. as well for the natural love and affection which he beareth towards W. D. Gentleman, Son and Heir apparent of the said R. D. and to the intent that the Marshes, Lands, Tenements and Hereditaments hereafter mentioned, might be and remain to the uses, intents and purposes hereafter in these presents expressed and declared; and for divers other, &c. for

for himself, his Heirs and Assigns, doth Covenant and grant to and with the said T. D. and E. S. their Heirs and Assigns by these presents, That he the said R. D. and his Heirs, and all and every other person and persons that now is or are, or that at any time hereafter shall be seized, or estated of or in all, and every part of that the Mannor of A. with the Rights, Members and Appurtenances thereof in the said County of O. and of or in all or any Lands, Tenements, Meadows, Pastures, Feedings, Commons, Wayes, Wasts, Wast-grounds, Hereditaments and Appurtenances whatsoever belonging to the said Mannor, or reputed as part, parcel or member thereof in A. aforesaid, and whereof or wherein the said R. D. now hath an estate of Inheritance in Fee-simple, shall thereof, and of every part and parcel thereof, immediately from and after the ensealing hereof, stand and be seized thereof, and of every part and parcel thereof, to the several uses, intents and purposes hereafter in these presents expressed, limited and declared, (that is to say:) To the use and behoof of the said R. D. for the Term of his natural life, without impeachment of any manner of waste, and after his death, to the use of the said I. D. for the term of his natural life, without impeachment of any manner of waste, and after his decease, to the use of the first Son of the body of the said I. D. lawfully to be begotten, and of the Heirs males of the body of the said first Son lawfully to be begotten; And for default of such Issue, to the use and behoof of the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Sons of the body of the said I. D. lawfully to be begotten, respectively as they shall be in Seniority and age, and of the Heirs males of such Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Sons lawfully to be begotten of his body; the eldest Son and his Heirs, being always preferred before the younger Son and his Heirs of his body; And for default of such Issue, to the use of every other the Sons of the said I. D. as they shall be in Seniority and age, and of the Heirs males of the Bodies of every such Sons lawfully to be begotten; And for default of such issue, then to the use of M. D. Gentleman, second Son of the said R. D. for the term of his natural life, without impeachment of any manner of waste, and after his death, to the use of the first Son, *prout supra*, in the first Son, then to the third Son in manner *prout al. primum*. And for the default of such issue, then to the use of the right Heirs of the said R. D. for ever: And to none other use, intent or purpose whatsoever, with the same clause of Revocation, as is mentioned in the last president. In witness, &c.

A Condition of a Counter-Bond.

THE Condition, &c. That whereas the abovenamed N. B. at the ſpecial inſtance and requeſt of the above-bounded C. D. for the proper debt of the ſaid C. D. and as his ſurety, by obligation bearing date with theſe preſents, ſtandeth joyntly and ſeverally bound, together with the ſaid C. D. unto E. F. of, &c. in the ſum of, &c. with Condition thereupon endorſed for the payment of 100 pound of, &c. to the ſaid E. F. or to his certain Attorney, his Executors or Aſſigns, at, &c. upon, &c. as in and by the ſaid Obligation and Condition more at large appeareth. If therefore the ſaid C. D. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them do pay, or cauſe to be paid unto the ſaid E. F. or his Aſſigns, the ſaid ſum of, &c. at the day and place aforeſaid, and alſo from henceforth, ſave and keep harmleſs the abovenamed A. B. his Heirs, &c. of and from the foreſaid Obligation, and of and from all and all manner of Coſts, Charges, Suits, and Damages whatſoever, of, for and concerning the ſaid Obligation; That then, &c.

An Aſſignment of ſeveral Leaſes of divers Meſſuages and Lands, with ſeveral recitals and good Covenants. Well pen'd.

THis Indenture made, &c. Between I. S. of, &c. and I. G. of, &c. on the one part, and R. G. of, &c. on the other part; Whereas I. S. of, &c. G. P. of, &c. Executors of the laſt Will and Teſtament of M. S. Gent. deceaſed, and the ſaid I. G. by Indenture bearing date the 26 day of S. in the, &c. of his ſaid Majeſties Reign that now is over *England*, &c. made between the ſaid I. S. and G. P. and I. G. on the one part, and E. S. on the other part, by the name of E. S. of, &c. Did grant, aſſign, and ſet over to the ſaid E. S. and her Aſſigns, as well an Indenture of Demiſe therein recited, dated the day of, &c. made from R. E. late of, &c. unto I. G. late of B. in, &c. and I. his wife, father and mother of the ſaid I. G. party to theſe preſents of all that Meſſuage or Tenement, and half yard-land, with the Appurtenances then or late in the Tenure or Occupation of one E. A. or his Aſſigns in S. ſometimes W. W. ſcituate and being of H. W. and P. and every or either of them in the ſaid County of S. and of all houſes, Buildings, Barns, Stables, Orchards, Gardens, Back-ſides, and grounds, with the Appurtenances whatſoever, to or with the ſaid Meſſuage or Tenement and Premiſſes belonging, with all and every other the Lands, Tenements, Feedings, Hereditaments and Profits whatſoever, to

the

the ſaid Meſſuage or Tenement belonging, or reputed as parcel or member of the ſame, or any of them (except therein excepted) for the Term of 3000 years, from the Feaſt of the, &c. then laſt paſt, at the yearly Rent of 7 ſhillings of, &c. as alſo all the eſtate, title, intereſt, term of years thereby granted, then to come and unexpired, poſſeſs claim and demand whatſoever of the ſaid I.S. G.P. and I.G. of and to the ſame, and every part thereof, on Condition therein contained to this effect: That if the ſaid I. G. his Executors, Adminiſtrators or Aſſigns, did well and truly pay to the ſaid E. S. her Executors or Aſſigns, the ſum of, &c. of lawful Engliſh money upon the laſt day of M. then next enſuing, That then from thenceforth the ſaid Grant and Aſſignment, and every thing therein contained, to be utterly void and of none effect, as by the ſaid Indenture more fully appeareth. Which ſaid ſum of, &c. was not ſatisfied or paid to the ſaid E.S. neither on the day in the Condition of the ſaid Aſſignment mentioned, nor ſince, by reaſon whereof the Premiſſes became abſolutely forfeited to the ſaid E. S. And whereas alſo the ſaid I.G. by his Indenture of Aſſignment, dated the, &c. of his Majeſties Reign that now is, did bargain, aſſign and ſet over to the ſaid E.S. and her Aſſigns, as well one other Indenture of Leaſe dated the 21 day of M. in the one and fortieth year of the ſaid late Queen *Elizabeth* her Reign, alſo made from the ſaid R.E. to the ſaid I.G. (father of the ſaid I. G. party to theſe preſents) and his Aſſigns, of all that his, &c. ſetting the particulars down here at large as they were mentioned before, within the Pariſhes of H. P. or W. within the ſaid Counties of S. or ſome or one of them, with all Woods, Under-woods, Profits, Commodities and Advantages, to the ſaid Meſſuage or Tenement and half yard-land belonging for the term of 3000 years, from the Feaſt of, &c. then next enſuing, at the yearly Rent of, &c. as alſo all the eſtate, right, title, intereſt, poſſeſſion, Reverſion, Term of years, claim and demand whatſoever of the ſaid I.G. to the ſaid, &c. and other the Premiſſes, with the Appurtenances, by the ſame Indenture of Leaſe, Demiſed, by vertue of the ſame Indenture or otherwiſe, as by the ſame Indenture, &c. appeareth: And whereas the ſaid E. S. by her Indenture dated, &c. did Covenant with the ſaid I. G. and his Aſſigns; That if the ſaid I.G. or his Aſſigns, did well and truly pay to the ſaid E. S. or her Aſſigns, the ſum of 325 poond, at the dwelling houſe of A. C. Scrivener, ſcituate in *London*, at one entire payment on the fifteenth day of *October*, which then ſhall be in the year of our Lord God, 1630. That then ſhe the ſaid E. S. and her Aſſigns, ſhould upon requeſt of the ſaid I. G. re-aſſign and convey unto him, the ſaid two ſeveral

veral recited Indentures of Leaſes, and all her eſtate and intereſt, claim and demand in and to the ſaid ſeveral Meſſuages, Lands and Premiſſes, demiſed by the ſaid ſeveral Indenture of Leaſes, as by the ſaid laſt recited Indenture more at large appeareth: And whereas the ſaid I. G. by his Releaſe dated, &c. did in Conſideration of a Competent ſum of money, Releaſe all his Right, Title and Intereſt of and in the ſaid Meſſuage, Lands and Premiſſes to the ſaid E. S. and her Aſſigns, as by the ſaid Releaſe appeareth: And whereas the ſaid E. S. by her Indenture of Aſſignment dated, &c. did for the Conſideration therein mentioned, Aſſign, and ſet over, all her eſtate, right, title and intereſt of, in and to both the ſaid recited Indentures of Leaſe, as alſo in and to the ſaid Meſſuages, Lands and Premiſſes to the ſaid I. S. her father (party to theſe preſents;) To hold to him and his Aſſigns, during all the reſidue of the ſaid Term of years, in the ſaid ſeveral recited Indentures of Leaſe then to come and unexpired, as by the ſaid laſt recited Indenture of Aſſignment more fully appeareth: Now this Indenture witneſſeth, that the ſaid I. S. and I. G. for and in Conſideration of the ſum of, &c. in hand paid, or ſecured by the ſaid R. G. unto the ſaid I. S. as alſo for and in Conſideration of the ſum of, &c. at the enſealing and delivery of theſe preſents in hand paid, or ſecured by the ſaid R. G. unto the ſaid I. G. the ſaid ſeveral receipts, of which ſaid ſeveral ſums of money they the ſaid I. S. and I. G. do hereby ſeverally and reſpectively acknowledge, and thereof, and of every part thereof, do ſeverally and reſpectively acquit and diſcharge the ſaid R. G. his, &c. and for other good, &c. Have demiſed, granted, ſet, and to farm-let, releaſed, and confirmed, and by theſe preſents, do, &c. unto the ſaid R. G. his, &c. all and every the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Rights, Members and Appurtenances in the ſaid former recited Indenture of Leaſe, or Aſſignments mentioned: To have and to hold all and every the ſaid Meſſuages or Tenements, Lands, and all other the Premiſſes, with their and every of their Appurtenances unto the ſaid R. G. his Executors and Aſſigns, and every of them by theſe preſents for and during, and unto the full end and term of 99 years from hence next enſuing, fully to be compleat and ended; Yielding and paying therefore yearly during the ſaid term, to the ſaid I. S. his, &c. a Pepper-corn at the Feaſt of St. *Michael* the Archangel if it be lawfully demanded. And the ſaid I. S. for himſelf, his, &c. doth covenant and grant to and with the ſaid R. G. his, &c. That he the ſaid I. S. now hath good right, full

full power, and lawful and absolute authority to demise, grant, and let the said Messuage or Tenement, Lands and Premisses, with their Appurtenances unto the said R. G. his, &c. for and during the said Term and Number of years aforesaid, according to the true intent and meaning of these presents; And also that the said Messuage, &c. and every of them shall and may during the Term hereby demised, remain and be unto the said R. G. his, &c. sufficiently saved and kept harmless, of and from all and all manner of former and other Gifts, Grants, Leases, Forfeitures, Surrenders, Extents, Rents and Arrerages of Rents, and of and from all and all manner of Charges, Titles, Troubles, and Incumbrances whatsoever, had, made, committed, done or suffered by him the said I. S. or by the said E. S. his said Daughter, or either of them, their, or either of their Executors or Assigns; And also that he the said R. G. his, &c. shall and may peaceably and quietly have, hold, occupy, possess and enjoy the said, &c. for and during the Term hereby demised, without the Let, Suit, Molestation, Interruption or Eviction of him the said I. S. or the said E. S. and without the lawful let of all and every other person and persons whatsoever, lawfully claiming in, by, from, or under him, her, or either of them, their or either of their estate, right or title. And the said I. G. for himself, his, &c. doth Covenant and Grant to and with the said R. G. his, &c. That he the said I. G. at no time before the date hereof, hath done, or suffered to be done, any Act, or Thing whatsoever, which shall or may be hurtful, prejudicial, or a hinderance to the said R. G. his, &c. or any of them, in his and their having, and quiet enjoying of the said, &c. But that he the said R. G. his, &c. may have and enjoy the said Lands and Premisses, and every of them, for and during the Term hereby demised, without the let or hinderance of him the said I. G. his, &c. or of any other person or persons whatsoever, claiming by, from, or under him, them, or any of them. And the said I. S. and I. G. and either of them do for themselves jointly and severally, and not one for the other, and for their several and respective Executors, &c. and for every of them, Covenant and Grant to and with the said R. G. his, &c. That they the said I. S. and I. G. and either of them, their Heirs and Assigns, and every of them, shall and will from time to time, and at all times for and during the space of five years next, &c. at the request and costs of him the said R. G. his, &c. further do make, suffer, acknowledge, and execute all and every such further and other lawfull and reasonable Act or Thing whatsoever,

ever, for the further, better, and more perfect assuring, surety, and sure making of the said, &c. unto the said R. G. his, &c or to such other person and persons as he the said R.G. shall nominate and appoint, and every or any of them, for and during the said term hereby demised, as also all other the interest and term for years, which he the said I.S. now hath in the said, &c. yet to come and unexpired, as by him the said R.G. his, &c. or his, their, or any of their Councel learned in the Laws, shall be reasonably devised, or advised and required. And the said I. S. for himself, &c. doth covenant and grant to and with the said R.G. &c. That he the said I. S. his, &c. or some of them, shall and will within six months now next ensuing the date hereof, deliver or cause to be delivered unto the said R.G. or his Assigns, or some of them all the Original Leases, of the premisses herein before recited or mentioned, as also all and singular the several mean Assignments made of the premisses, from time to time, and also all such Deeds, Evidences, Court-Rolls, Writings, Escripts and Minuments whatsoever, concerning the premisses or any part or parcel thereof, which now be in the possession, custody, or keeping of the said I. S. or of E.S. or of any other person or persons whatsoever, by their or either of their delivery, privity or appointment, or which he the said I.S. may obtain or come by, whole, uncancelled, safe, undefaced, and in as good plight as the same or any of them now are, and also true Copies of all such other Deeds, Evidences, and Writings as the said I.S. or E.S. or either of them, have or can come by touching the said, &c. or any part thereof, joyntly or together with any other lands, the said I. S. his, &c. or some of them, paying and bearing the charge of making, and writing, and coming by the Deeds, Evidences or Copies, or any of them. And the said R.G. for him, his, &c. doth covenant, promise and grant to and with the said I.S. and I.G. and either of them, their and, &c. That he the said R.G his, &c. shall and will during the term hereby demised, bear, pay, and discharge all and all manner of quit-rents, or other Rents and Services whatsoever, which shall be due, or any wayes payable, for or in respect of the said, &c. or any of them, from the day of the date, hereof, and thereof, and of every part thereof, shall and will sufficiently during the term hereby demised, acquit and discharge the said I.S. and I.G. their Executors and Assigns, and every of them by these presents. In witness, &c.

An Indenture of settlement. Well pen'd.

THis Indenture made, &c. Between the Right Honourable C. Lord S. Baron of H. of the first part, W. N. of the Inner Temple *LONDON*, Esquire, and A. T. of the said Inner Temple *LONDON* Esq; of the second part; And the Right Honourable E. Lord G. Baron of D. in the County of A. within the Realm of *Ireland*, and Dame I. his Wife, D. L. daughter of her the said Dame I. G. and I. S. of M. in the C. of Y. Esq; of the third part; Whereas a Marriage shortly hereafter by the grace of God, is intended to be had and solemnized between the said C. L. S. and the said D. L. Witnesseth now this present Indenture, that the said C. Lord S. as well for and in consideration of the said marriage, and of the full sum of 8000 pound, (that is to say) the sum of 7000. pound of good and lawful money of *England*, in hand paid and the sum of 1000 pound more in Jewels, in hand delivered unto him the said L. S. by the said E. Lord G. and Dame I. his Wife, at and before the ensealing and delivery of these presents, whereof the sum of 2000. Marks in moneys, and the said 1000 pounds in Jewels, were and was a portion given and left unto her the said D. by the last Will and Testament of Sir I. L. her father deceased, and the residue of the said 8000 pound, was and hath been increased for her, by the providence, care, and great love of the said Dame I. G. her Mother, since her said Fathers decease, of and with which said sums of 7000. pound in money, and 1000 pound in Jewels, he the said C. Lord S. doth hereby acknowledg the receipt, and himself to be fully satisfied; And thereof, and of every part and parcel thereof, doth for himself, his Heirs, Executors and Administrators, and for every of them, fully, absolutely and clearly acquit, exonerate and discharge the said E. Lord G. and Dame I. his Wife, their Heirs, Executors, and Administrators and every of them for ever by these presents; And for and in consideration of a competent Joynture to be had and made unto the said D. in case the said Marriage shall take effect, and that she the said D. shall survive and over-live him the said Lord S. and for the better preservation and continuance of all and every the Mannors Lordships, Messuages, Lands, Tenements and Hereditaments, hereafter mentioned, in the name and blood of the said Lord S. so long as shall please Almighty God, also for divers and sundry other good and valuable Considerations him the said Lord S. hereunto especially moving; Hath Covenanted, Promised, Granted, and Agreed, and

The parties.

The Consideration.

and by these presents doth for himself, his heirs, executors, administrators and assigns, and for every of them, covenant, promise, grant, and agree to and with the said E. Lord G. and I. S. their heirs and assigns, and to and with every of them, that he the said C. Lord S. shall and will before the end of *Michaelmas* Term, next ensuing the date of these presents, before the Justices of our Soveraign L. the King, of his Majesties Court of Common-pleas at *Westminster*, or before some other competent and fit person and persons thereunto lawfully and sufficiently authorized, acknowledge and levy one or more Fine or Fines (*sur conusance de droit come ceo, &c.*) in due form of Law, with proclamations thereupon to be made, according to the common course of Fines in that case used, and the statute in that behalf made and provided unto them the said W. N. and A. T. and their heirs, or the heirs of one of them, of all those his Mannors, Lordships, Lands, Tenements and Hereditaments, called or known by the several names of S. *&c.* scituate, lying and being in the County of E. with their and every of their rights, revenues, members and Appurtenances whatsoever, and of all that the Rectory and Church of H. with the appurtenances thereof whatsoever, and of all and singular Messuages, Houses, Edifices, Barns, Stables, Dove-houses, Back-sides, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Commons, Wayes, Passages, Wast-grounds, Heaths, Furze, Moors, Marshes, Woods, Under-woods, Rents, Reversions, Services, Tithes, as well great as small, and of all other Hereditaments, whatsoever, scituate, lying and being, growing, arising, renewing, and increasing within any the Towns, Parishes, Hamlets, Tithings, or Fields of S. *&c.* in the said County of E. and in every or any of them, or elsewhere to the said Mannors, Rectory, or other the premisses, or any of them belonging, or in any wise appertaining, or therewith used and enjoyed, by such name and names, and under such number of Mannors, Messuages, Cottages, and Acres, and in such Sort, Manner and Form, as by the said E. Lord G. and I. S. their Heirs, or Assigns, or by their or any of their Council learned in the Law, shall be reasonably advised, devised or required. ❧ The true intent and Meaning of which said Fine and Fines, so to be acknowledged and levyed of the said Premisses, between the said Parties as aforesaid shall be, and so shall be Construed, Meant, Intended and Adjudged to be, to and for the only Use and Behoof of the said

A Covenant to levy a Fine.

The Mannors.

General Words.

said W. N. and A. T. their heirs and assigns for ever; To the only intent and purpose that they the said W. N. and A. T. shall and may stand and be full and perfect tenements of the Free-hold of the said Mannors, Lordships, and all and singular the premisses, and of every part and parcel thereof, with the appurtenances, until one or more perfect common Recovery, or common Recoveries, may be had and executed of all and singular the same premisses, against them the said W. N. and A. T. and their heirs, according to the true intent and meaning of the said parties to these presents; And that they the said W. N. and A. T. from and after the acknowledging and levying of the said Fine or Fines by the said C. Lord S. to them the said W. N. and A. T. in manner and form aforesaid, shall and will before the end of the said *Michaelmas* term next ensuing the date of these presents, permit and suffer the said E. Lord G. and I. S. to sue and prosecute several Writs of Entry (*Sur disseisin en le post*) against them the said W. N. and A. T. of the said Mannors, Lordships, Lands, Tenements, hereditaments and premisses, and of every part and parcel thereof, with the appurtenances by such name and names, and under such number of Mannors, Messuages, Cottages and acres, and in such sort, manner and form as by the said E. Lord G. and I. S. and their heirs, or by their or any of their Council learned in the Law shall be advised, devised or required, into and upon every of which said several Writs of Entry (*Sur disseisin en le post*) so to be brought, the said W. N. and A. T. shall personally appear; And then immediately after their appearance and defence made, shall and will in the said Actions, vouch to Warranty the said C. Lord S. and he the said Lord S. upon such vouchee of him to be made, shall and will in the said actions so to be brought forth with *gratis*, and without process appear thereunto, and enter into Warranty, and Vouch over to Warranty, the Common Vouchee, to the end that the Common Vouchee may also appear and enter into Warranty, and afterwards make default, or depart in despite of the Court, so that several perfect comon Recoveries, with double Vouchers may be had, prosecuted, and executed in and upon the said several Writs of Entry (*Sur disseisin en le post*) in all things according to the usual and common order and form of common Recoveries, for the assurance of Lands and Tenements in such cases used, of all and singular the said several Mannors, Lordships and Premisses before mentioned, and of every part and parcel thereof, with the appurtenances; And that full execution and seisin shall be had and taken thereof accordingly; And it is hereby covenanted, granted, concluded, and fully and absolutely agreed on, by and between

To suffer a Recovery.

all

all and every the aforesaid parties to these presents, or themselves their heirs and assigns, and it is the true intent and meaning of these presents, and of all and every the aforesaid parties to the same, that the said several Recoveries, and the execution thereupon to be had, shall be, and so shall be adjudged, deemed, esteemed, and taken to be, and the Recoverers, their heirs and assigns, and every of them, shall and will immediately from and after the execution of the said Recoveries, stand and be seized, and be adjudged, deemed, esteemed, and taken to be seized of all and singular the said Mannors, Lordships, Lands, Hereditaments and Premisses before mentioned, and every part and parcel thereof, with their and every of their appurtenances to and for all and every the several and respective uses, behoofs, intents, and purposes hereafter in these presents mentioned, expressed, limited and declared; And to or for none other use, behoof, intent or purpose whatsoever, (that is to say) to the use and behoof of the said C. Lord S. and his assigns, for and during the term of his natural life, without Impeachment of or for any manner of waste, and from and after his decease, then to the use and behoof of the said D. L. and her assigns, for and during the term of her natural life, for and in the name of a Joynture, of and for her the said D. And from and after her decease, then to the use and behoof of the heirs of the body of the said C. Lord S. on the body of the said D. lawfully to be begotten, and for default of such issue, then to the use and behoof of the right heirs of the said C. Lord S. for ever. And the said Right Honourable C. Lord S. for himself, his heirs, executors, administrators and assigns, and for every of them doth further covenant, promise and grant to and with the Right Honourable E. Lord G. and I. S. their heirs and assigns, and to and with every of them by these presents, in manner and form following (that is to say) that he the said C. Lord S. at the time of the ensealing and delivery of these presents, is lawfully and rightfully seized of and in all and singular the said Mannors, Lands, Tenements, Rectory and premisses, and of every part and parcel thereof, with the appurtenances of a good, sure perfect, lawful, and indefensible estate in Fee-simple, or in Fee-tail to himself, and the heirs of his body, without any Reversion or Remainder of the Kings Majesty, and without any manner of Condition or Conditions, Mortgage, Limitation of use or uses, or other thing or things whatsoever, whereby to alter, change, charge, defeat, determine, or make void the same; And that he the said Lord S. hath full power, good right, and lawful and absolute authority in his own proper right by these presents, to raise, limit and appoint all and every the foresaid several uses and estates before mentioned, and that all and singu-

lat the premisses, and every part and parcel thereof, with their and every of their rights, members and appurtenances now are and be, and so from time to time, and at all times for ever hereafter, shall and may continue stand, remain, and be to all and every the several uses, intents and purposes before in and by these presents limited, expressed, appointed and declared, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved, defended and kept harmless of and from all and all manner of former and other gifts, grants, bargains, sales, leases, estates, joyntures, dowers, and titles of dower, and of and from all rents, and arrerages of rent-annuities, and arrerages of annuities, Statutes-Merchant, and of the Staple, Recognizances, Judgements, Executions, Extents, Fines, Forfeitures, Issues, Amerciaments, Intentions, Principal Seizins, Liveries, Wills, Entails, Limitations of use or uses, and of and from all other titles, troubles, arrerages, charges, claims, demands and incumbrances whatsoever: And the said C. Lord S. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth likewise further covenant, promise and grant to and with the said E. Lord G. &c. their heirs and assigns, and to and with every of them by these presents, that he the said Lord S. and his heirs, shall and will from time to time and at all times hereafter, within the space of seven years next ensuing the date of these presents, at and upon every reasonable request, and at the only proper costs and charges in the Law of the said Lord S. and his heirs, further do, make, acknowledg, execute and suffer, or cause, or procure to be done, made, acknowledged, executed and suffered all and every such further and reasonable act and acts, thing, and things, device and devices, assurance and assurances in the Law whatsoever, for the further, better, and more perfect assuring, surety, and sure-making, setling and conveying of the said Mannors, &c. premisses, and of every part and parcel thereof, with the appurtenances to continue, stand, remain, and be to all and every such several uses, behoofs, intents, limitations and purposes, as are thereof, in and by these presents limited, expressed, appointed, and declared, be it by Fine or Fines, Recoverie or Recoveries, with single, double, or more Voucher or Vouchers, Feoffment or Feoffments, Deed or Deeds, enrolled or not enrolled, the enrolement of these presents, or by any other wayes or meanes whatsoever, as by the said E. Lord G. and I. S. their heirs and assigns, or by any of them, or by their, or either or any of their Council learned in the Law, shall be reasonably advised, devised or required: And finally, the said C. Lord S. for and in Consideration of the said Marriage shortly hereafter, by the Grace of God, to be had

and

and ſolemnized between him the ſaid C. Lord S. and the ſaid D. L. and for the great love and affection which he the ſaid C. S hath and doth bear unto the ſaid D. L. doth for himſelf, his Heirs and Aſſigns, and for every of them, covenant, promiſe, grant and agree to and with the ſaid F. Lord G. and I. S. their Heirs and Aſſigns, and to and with every of them by theſe preſents, that he the ſaid C. Lord S. and his Heirs, and all and every other perſon or perſons that how be, or which hereafter ſhall ſtand, or be ſeized of any eſtate of inheritance of the ſaid Mannors, Lands, Tenements, and Premiſſes, or any part thereof, ſhall and will ſtand and be ſeized of ſo much, and ſuch part and parcel of the ſaid Lordſhips, Mannors and Premiſſes, [redacted] either in reſpect of not making and naming the right Tenant of the Free-hold, in the ſeveral Writs of Entry aforeſaid, or in reſpect of any other legal defect ſhall not be by the ſeveral, and Recoveries aforeſaid, well and ſufficiently aſſure, and ſettle to the ſeveral uſes before in and by theſe preſents expreſſed, to the ſeveral and reſpective uſes, intents and purpoſes hereafter in and by theſe preſents expreſſed, appointed and declared, and to none other uſe, intent or purpoſe whatſoever; (that is to ſay) to the uſe and behoof of the ſaid C. Lord S. and his aſſigns, for and during the Term of his natural life, without impeachment of or for any manner of waſte, and from and after the deceaſe of the ſaid C. Lord S. then to the uſe and behoof of the ſaid D. L. and her aſſigns, for and during the term of her natural life, and from and after her deceaſe, then to the uſe and behoof of the heirs of the body of the ſaid C. Lord S. on the body of the ſaid D. lawfully to be begotten, and for default of ſuch iſſue, then to the uſe and behoof of the right heirs of the ſaid C. Lord S. for ever. In witneſs whereof to one part of theſe preſent Indentures, remaining with the ſaid E. Lord G. Dame I. his Wife, D. L. and I. S. The ſaid C. Lord S. W. N. and A. T. have interchangeably ſubſcribed, and ſet their ſeveral hands and ſeals, and to one other part of theſe preſent Indentures, remaining with the ſaid W. N. and A. T. the ſaid C. Lord S. E. L. G. Dame I. his Wife, D. L. and J. S. have interchangeably ſubſcribed, and ſet their ſeveral hands and ſeals, and to one other part of theſe preſent Indentures remaining with the ſaid C. L. S. the ſaid W. N. A. T. E. L. G. Dame I. his Wife, D. L. and I. S. have interchangeably ſubſcribed, and ſet their ſeveral hands and ſeals the day and year firſt above written. *Anno Dom.*

A Condition to save harmleſs a Landlord from his Attorne Tenant, with a Covenant to grant a Leaſe when the premiſſes are ſetled in the Obligee.

THe Condition of this Obligation is ſuch, That whereas the within named I.S. hath attorned Tenant; and doth and is contented to pay his rent, being eleven pounds ten ſhillings *per annum*, unto the within bound T.S. his heirs or aſſigns, for the Meſſuage or Tenement with the appurtenances, wherein the ſaid I.S. now dwelleth, ſcituate near *W. London*: If therefore the ſaid T.S. his Heirs, Executors, Adminiſtrators or Aſſigns, do from time to time, and at all times hereafter, clearly acquit, diſcharge, or ſufficiently ſave harmleſs and indemnified the ſaid I.S. his Executors, Adminiſtrators and Aſſigns, goods and chattels, as well againſt one R.N. of the Pariſh of Saint G. in the Fields, in the County of M. Gent. and K. his Wife, and againſt the heirs and aſſigns of the ſame K. alſo againſt all and every other perſon and perſons whatſoever of, for, from, touching and concerning all ſuch and ſo much rent, as he the ſaid I.S. his Executors, or aſſigns, hath already paid, or ſhall hereafter pay to the ſaid T.S. his heirs or aſſigns, for the Tenement aforeſaid, with the appurtenances, and alſo of and from all actions, ſuits, charges, diſtreſſes, forfeitures, judgments, executions, and all other damages, troubles and incumbrances whatſoever, that ſhall or may ariſe, or grow or be had, commenced or proſecuted againſt the ſaid I.S. his executors, adminiſtrators or aſſigns, by reaſon of paying the ſaid Rent, or any part thereof unto the ſaid T.S. his heirs or aſſigns, or by reaſon of occupying of the ſaid Tenement. And further, if in caſe the ſaid T.S. his heirs or aſſigns, do or ſhall quietly hold and enjoy the poſſeſſion of the Tenement aforeſaid with the appurtenances (amongſt other things,) as he the ſame T. now doth for and during the ſpace of two years next coming, after the date within written, without any further new ſuit; Then if the ſaid T.S. his heirs or aſſigns, do within one month next after the end and expiration of the ſaid term of two years, or after ſuch time as the eſtate of the premiſſes ſhall be perfectly ſetled in the ſaid T. or his heirs, at the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid I.S. his executors or adminiſtrators by good, lawful and ſufficient Indenture of Leaſe (in due form of Law to be had, made and executed) demiſe, grant, and to farm-let unto the ſaid I. his executors, adminiſtrators and Aſſigns, all the ſaid Meſſuage or Tenement with the Appurtenances, wherein the ſaid I. now dwelleth as aforeſaid, for ſo many years as will make up the remainder of the term of years in his former Leaſe,

granted

granted full twenty and one years, and under the yearly rent of eleven pounds ten shillings, quarterly to be paid to the said T. his heirs or assigns, or within one and twenty dayes next after every quarter day by even portions, and with such other reasonable Covenants therein to be contained, as are commonly used in such like Leases: That then this present Obligation shall be void and of none effect, or else it shall stand, and remain in full force, strength, and vertue.

A Counter-Condition to save harmless from a Bond entered into, for payment of money.

THe Condition of this Obligation is such, That whereas the within named R.C. at the special instance and request, and for the only debt of the within bound I. S. by one Obligation of the date hereof, is and standeth joyntly and severally bounden with the said I.S. unto I. *le* T. of *London* Merchant, in the sum or penalty of one hundred pounds of lawful money of *England*, with condition thereupon endorsed, for the payment of fifty pounds of like lawful money of *England*, on the last day of *November*, which shall be in the year of our Lord God, according to the Computation of the Church of *England*, one thousand six hundred twenty and four, at the now dwelling house of H.C. of *London* Gent. scituate in I. lane in L. as by the same Obligation and Condition may appear: If therefore the said I.S. his executors, administrators or assigns, or any of them, do and shall well and truly pay, or cause to be paid to the said I. *le* T. his executors, administrators or assigns, or some of them on the said last day of N. above mentioned, and at the place aforesaid, the said sum of fifty pounds, and do thereby clearly exonerate, acquit and discharge the said R. C. his Executors and Administrators, as well of and from the same Obligation before recited, as also of and from all actions, sutes, costs, charges, judgments, executions and demands whatsoever concerning the same, That then this present Obligation to be void, and of none effect, or else to remain and abide in full force and vertue.

A Condition to save harmless an Executor, for payment of several Legacies to Orphans, with a Covenant to see the same Legacies disposed to the best advantage for the Legatees.

THE Condition of this Obligation is such, That whereas M.D. late of St. I. street, in the County of M. Widow deceased, by her last Will and Testament in Writing, bearing

ting date the tenth day of M. in the year of our Lord God, One thousand six hundred and fourteen, did amongst other Legacies and Bequests, give and bequeath unto M.T. and A.T. daughters of the within bound T.T. Five shillings a piece of lawful money of E. as by the same Will more at large appeareth. Which said sums of five shillings a piece, the within named I.S. Executor of the last Will and Testament of the said M.D. hath at the request of the said T. T. at and before the ensealing and delivery hereof, paid and disbursed to the said T.T. for the use and behoof of his said daughters M. and A. If therefore the said T.T. his Executors and Administrators, and every of them; do from time to time, and at all times hereafter, freely and clearly acquit, exonerate and discharge, or otherwise well and sufficiently save, defend, and keep harmless the said I.S. his executors and administrators, and every of them, and all and every of his and their Lands, Tenements, Goods and Chattels, as well of, from and against the said M. and A. their Executors, Administrators and Assigns, as also of, from and against all other persons whatsoever, of, for and concerning the payment of the said sums of five shillings a piece to the said T. T. their Father as aforesaid; And of and from all actions, suites, costs, charges, damages, expences and demands whatsoever, which he the said I.S his executors, administrators or assigns, shall hereafter happen to incur, sustain, or be put unto, for or by reason of the payment of the said sums of five shillings a piece, for the use of the said M. and A. to the said T. their Father, as aforesaid; That then this Obligation shall be void, or else it shall stand in full force and vertue.

A Condition to pay the Rent reserved in a Lease, according to the Covenant therein expresst.

THE Condition of this Obligation is such, That whereas the within named I.C. by his Indenture of Lease of the date within written, did demise, grant, and to farm-let unto the within bound H.B. all that Messuage or Inne, called the sign of the white horse, with all Cellers, Sollers, Chambers, Rooms, Yards, Stables and Appurtenances thereunto belonging, as it is now in the tenure or occupation of the said I. C. set, and being in S. in the Parish of St. O. in S. in the County of S. (except as in the same Lease is excepted) To have and to hold the same from the Feast of the nativity of St. *John* Baptist next coming after the date of the same lease, unto the end and term of ten years, and one quarter of a year from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore yearly, during ten years of the said term of ten years, and one quarter of a year to the said

I.

I. his executors or assigns, twenty and four pounds of lawful money of *England*; at four terms of the year, that is to say, at the Feast of St. *Michael* the Arch-Angel, the Birth of our Lord God, the Annunciation of our Lady, and the nativity of St. *John* Baptist, or within fifteen dayes next after every of the said Feast-dayes by even portions. And for the last quarter of a year, six pounds at the Feast of St. *Michael* the Arch-Angel, next ensuing, the said term of ten years, or within fifteen dayes then next following, as by the same lease more at large appeareth; If therefore the said H. B. his executors or assigns, do yearly, and every year during the said term of ten years, well and truly yield and pay, or cause to be yielded or paid to the said I. C. his executors or assigns, the said yearly Rent of twenty and four pounds at the said four Feasts or Terms of the year mentioned in the said Lease or within fifty dayes next after every of the said Feast-dayes, by even portions, and the said sum of six pounds at the said Feast of St. *Michael* the Arch-Angel, next after the end of the said ten years or within fifteen dayes then next following, according to the tenure and true meaning of the same Lease; That then this Obligation to be void and of none effect. Or else to be in full force and vertue.

A Defeazance on a Recognizance, or Statute-Staple.

THis indenture made the one and twentieth day of *August*, *An. Dom.* 1634. and in the tenth year of the Reign of our Soveraign Lord *Charles* by the Grace of God, King of *England*, *Scotland*, *France* and *Ireland*: defender of the Faith, *&c.* Between I. B. Citizen and Salter of *London*, of the one part, and G. B. Citizen also, and Salter of L. of the other part; Witnesseth, That whereas the said G. B. by a certain Recognizance of the nature of a statute of the staple, made and provided for the Recovery of debts, taken, Recognized and sealed before Sir I. C. Knight, Mayor of the staple of W. and E. L. Esq; Recorder of the City of L. bearing date with these presents, standeth and is bound unto the said I. B. in the sum of four hundred pounds of lawful money of E. payable, as by the same Recognizance more at large appeareth: Nevertheless, the said I. B. is contented and agreed, and doth covenant, promise and grant for himself, his heirs, executors and administrators, to and with the foresaid *G. B.* his heirs, executors and administrators, and to and with every of them by these presents; That if the said *G. B.* his heirs, *&c.* or any of them do pay, or cause to be paid unto the said I. B. his executors, *&c.* or any of them, at or in the now dwelling house of the said I. B. scituate in the Parish of St. A. H. *Lond.* the sum of two hundred and eight pounds of law-

lawful money of E. on the three and twentieth day of F. next coming after the date of these presents without fraud or coven: That then the foresaid Recognizance shall be utterly void and of none effect, or else to remain in full force, strength, and vertue: In witness whereof the parties first above named to the present Indentures, interchangeably have set their hands and seals, dated the day and year first above written.

A Declaration that a mans name in a conveyance of Land, was only in trust.

TO all to whom these presents shall come, I. S. V. of L. Goldsmith, sends greeting: Whereas I. R. of, &c. in the County of S. Gent. lately purchased of Sir I. W. of, &c. all that Barn and yard, with the appurtenances, parcel of, or belonging to the late Rectory of B. S. in the County of S. now or late in the tenure and occupation of the said I. R. his assignee or assignees, which said premisses were by the direction and appointment of the said I. R. conveyed by the said, &c. to me the said S. V. and my heirs, as by the said Conveyance thereof, bearing date the five and twentieth day of *September* last past may appear, which said Conveyance was so made to me only in trust, to and for the benefit of the said I. R. and his heirs; Now know ye, that I the said S. V. do hereby acknowledg and declare, that I am nominated partly in the said recited Deed of Bargain and Sale, by and upon the behalf of the said I. R. and that I am therein trusted only by and for him the said I. R. and his heirs, and that I do not claim to have any right or interest in the said barn and premisses, or any part thereof, by the said Conveyance so made to me, or otherwise to my own use or benefit, but only to and for the sole use and benefit of the said I. R. and his heirs; And I the said S. V. do for my self, and my heirs, covenant to and with the said I. R. and his heirs by these presents, That I the said S. V. and my heirs, shall and will at any time hereafter upon request, and at the costs and charges of the said I. R. and his heirs, by good assurance and conveyance in Law, convey the said barn and premisses to the said I. R. and his heirs, or to such other person or persons as he shall nominate, direct or appoint. In witness whereof I. the said S. V. have hereunto put my hand and seal the, &c. day of, &c. in the year of our Lord God, One thousand six hundred fifty and one.

A Grant of Lands in Fee, in consideration of money, and in further consideration of Exchange of other Lands.

THis Indenture made, &c. between, &c. Witnesseth that the said L.G. and also for and in consideration of a certain competent sum of lawful money of *England* to him in hand before the ensealing and delivery of these presents, by the said I.B. well and truly paid, and for and in consideration of other Lands, Tenements and Hereditaments by the said I.B. conveyed and assured to the said L.G. and his heirs in exchange; Whereof and wherewith the said L. G. acknowledgeth himself fully satisfied and contented, and thereof, and of every part and parcel thereof, clearly acquitteth and discharged the said I.B. his heirs and assigns, by these presents hath bargained, sold, aliened, enfeoffed and confirmed, and by these presents doth fully and clearly bargain, sell, alien, enfeoffe and confirm in exchange unto the said I.B. and his heirs, All that Scite, and capital Messuage or Tenement with the Appurtenances scituate, &c. now being in the tenure or occupation of the said L.G. or his assigns, and all and every the barns, stables, out-houses, orchards, gardens, and other appurtenances to the said Messuage or Tenement belonging, or in any wise appertaining, and all and every other the Lands, Meadows, Pastures and Closes therewith occupied by the said L.G. and being in E. aforesaid; And all that Messuage or Tenement, with the Appurtenances scituate and being in E. aforesaid, and 30 acres of land, meadow, and Pasture thereunto belonging, now or late in the tenure, &c. And all that Messuage, &c. and all that Cottage, &c. and all and every the Commons, Wastes, Grounds, Leys and other Appurtenances to the premisses or any of them belonging, or in any wise appertaining; And all and every other the Lands, Tenements and Hereditaments scituate, lying and being in E. aforesaid, with all and singular the appurtenances, whereof L.G. Esq; Father of the said L. died seized of an estate of inheritance, and the Reversion and Reversions of the premisses, and of every part and parcel thereof, and all and every the Rents and yearly profits whatsoever, reserved upon whatsoever lease, demise or grant, leases demises or grants made of the premisses, or of any part thereof, except and always reserved out of this present grant, bargain and sale to the said L.G. his Heirs and Assigns, the Parsonage of C. and the Parsonage House and Grounds thereunto belonging, within, &c. now in the occupation of R.S. Clerk, and also except, &c. And also the said L.S. for the said Consideration hath bargained and sold and by these presents doth, &c. to the said I.B. and his heirs, and

and all and every the Deeds, Evidences, Escripts and Minuments whatsoever, touching or concerning only the Premisses, or only any part or parcel thereof, all and every which Deeds, Evidences and Writings, or as many of them the said L.G. now hath, or any other to his use, or by his delivery hath or have, which he may lawfully come by without suit in the Law; The said L.G. Covenanteth and Granteth by these presents, for himself, his heirs, executors and administrators, to and with the said I. B. his heirs and assigns, safely to deliver to the said I. B. his heirs and assigns, before the Feast of St. *Michael* the Arch-Angel, next ensuing the date hereof, whole and uncancelled, to have, hold, and enjoy the said Capital Messuage or Tenement, and all and every the said Messuages, Tenements, Lands, Meadows, Pastures, Commons, and all and every other the Premisses, with the Appurtenances to the said I.B. his heirs and assigns for ever, to the only use and behoof of the said I.B. his heirs and assigns for ever; And the said L.G. for himself, his heirs, executors and administrators, and every of them, doth covenant, promise and grant to and with the said I.B. his heirs and assigns, that he the said L.G. is and standeth at the ensealing and delivery of these presents, and so shall be at the expiration of the first estate of inheritance, of and in the premisses to the said I.B. solely, lawfully and rightfully seized of a good, lawful, perfect and rightful estate in the Law in Fee-simple, of and in the said Capital Messuage or Tenement with the Appurtenances, and of and in all and every the said Messuages, Tenements, Lands, Meadows, Pastures, and all and every other the Premisses with the appurtenances, and of and in every part and parcel thereof, to the proper use of the said L.G. and his heirs for ever, without any manner of Condition, and without any Reversion or Remainder thereof, or of any part thereof in the Kings Majesty, his heirs or successors, or of any other person or persons whatsoever, and that he hath good right, just and true title, and lawful authority to bargain, sell and assure the same to the said I. B. and his heirs, according to the tenure and true meaning of these presents; And also the said L.G. for himself, his heirs executors and administrators, and every of them, doth covenant, promise and grant to and with the said I.B. his heirs and assigns, by these presents, that the said I.B. his heirs and assigns, shall, and lawfully may from hence for ever peaceably and quietly have, hold, occupy and enjoy the said Capital Messuage or Tenement, and all and every other the Premisses with the Appurtenances, without any manner of let, trouble or interruption of the said L. G. his heirs or assigns, or of any person or persons claiming, by, from or under any the Ancestors of the said L.G. clearly discharged or for ever hereafter sufficiently saved harmless by the said L.G.

his

his heirs and assigns, of and from all and every other bargains, sales, estates, leases, statutes-Merchant, and of the staple Recognizances, Judgements, Joyntures, Dowers, Annuities, Fines, &c. and of and from all and every other charges and incumbrances whatsoever, by the said L.G. or any of his Ancestors, had, made, committed or done, or willingly suffered before the ensealing and delivery of these presents, or before the execution of an estate and seizin of and in the premisses to the said I.B. his, &c. except the rents and services to be due and done to the chief Lord or Lords of the Fee or Fees of the premisses in respect only of the Seigniory thereof, and also except one Lease and Demise made by the said E.G. of the said Tenement now in the occupation of the said I.R. for term of certain years; which shall expire within 9 years now next coming, whereupon is reserved the yearly rent of 30 shillings; And one Lease and Demise made to, &c. for certain years, not exceeding the term of 17 years now to come, whereupon is reserved, &c. *ut prædict.* or for certain years, whereof there are now to come above the number of 17 years, and whereupon is reserved, &c. which said several yearly rents, and every of them, shall continue and be payable to the said I.B. his heirs and assigns, during the continuance of the said several Demises. And also the said L.G. covenanteth and granteth by these presents, for himself, his heirs, executors and administrators, to and with the said I.B. his heirs and assigns, that he the said L.G. and A. his Wife, and the heirs of the said L. and all and every other person and persons, and their heirs, having, or that shall have any right, estate or interest of or in the premisses, or any part thereof, by, from or under the said L.G. or by, from or under any of his Ancestors, shall and will from time to time during five years now next ensuing, at the reasonable request, costs and charges of the said I.B. his heirs and assigns, do, make and execute, or cause, knowledge and suffer to be done, all and every such further act and acts, thing and things, device and devices in the Law whatsoever, be it by Deed or Deeds, inrolled, or not inrolled, Fine, Feoffment, Recovery, with double or single Voucher or Vouchers, release, confirmation, or otherwise with warranty against the said L.G. and his heirs, and the Ancestors of the said L.G. or otherwise without warranty for the further better and more perfect assurance, surety and sure-making of the said Capital Messuage or Tenement, Lands, Meadows, Pastures, and all and every other the premisses with the appurtenances to the said I.B. his heirs and assigns, as by the said I.B. his heirs or assigns, or his or their Council learned in the Law shall be reasonably devised or advised: In witness, &c.

Articles

Articles concerning Lands purchased until the Covenants could be made.

Articles of agreement indented, made, concluded and agreed upon the day of Sept. between H. D. of L. in the C. of H. gent. of the one part, and F. R. of the Parish of S. M. in the fields in the C. of M. T of the other part, viz.

Imprimis, the said H. D. (for the consideration hereafter in these presents mentioned and expressed) for himself, his Heirs, Executors and Administrators, and every of them, doth covenant, promise and grant to and with the said F. R. his Heirs, Executors, Administrators and Assigns, and every of them by these presents, that he the said H. D. and his Wife, their Heirs, Executors, Administrators and Assigns, shall and will at the proper costs and charges in the Law of the said F. R. his Heirs, Executors, Administrators or Assigns, by or before the tenth day of *October*, now next coming after the date of these presents, make, seal, deliver, do, execute and acknowledg all and every such Act and Acts, Deed and Deeds, Fine and Fines, Assurance or Assurances, or other Conveyances in the Law whatsoever, as he the said F. R. his Heirs, Executors or Assigns, or his or their Council learned in the Law shall reasonably devise, advise or require for the sure conveying, setling, assuring and sure-making unto the said F. R. his Heirs, Executors, Administrators and Assigns for ever, All that Messuage or Tenement with all the Appurtenances thereunto belonging or appertaining, as the same now is in the occupation of P. A. Pewterer, his Assignee or Assignees; And of all that Messuage or Tenement with all the Appurtenances thereunto belonging or appertaining, as the same now is in the tenure or occupation of S. Chandler, his Assignee or Assignees: And of all that room or shop with the Appurtenances, now in the occupation of W. Cheese-monger, all which premisses are scituate, lying and being on the South-side of the High-street commonly called Fleet-street *London*, over against the Conduit at or next the corner turning into *Salisbury* Court there.

In consideration whereof he the said F. R. for himself, his Heirs Executors and Administrators doth Covenant, promise and grant to and with the said H. D. his Heirs, Executors, Administrators and Assigns, and every of them by these presents, that he the said F. R. his heirs, Executors, Administrators or Assigns, or some of them, shall and will well and truly satisfie, content and pay, or

or cause to be satisfied, contented and paid unto the said H.D. his Heirs, Executors, Administrators or Assigns, the full sum of five hundred and ten pounds of lawful money of *England* in manner and form following; *viz.* Ten pounds thereof at the ensealing and delivery of these presents, the receipt of which said ten pounds, the said H.D. doth hereby acknowledge and confess, and thereof doth clearly and absolutely exonerate, acquit and discharge the said F.R. his Heirs, Executors and Administrators for ever by these presents; And the other five hundred pounds residue, and in full payment thereof forthwith and immediately after that he the said H.D. and A. his Wife, their heirs, executors or assigns, shall have levyed and acknowledged to the sole and only proper use and behoof of the said F.R. his heirs, executors, administrators and assigns, (in due form of Law) such conveyances and Fine or Fines, of all the premisses with their appurtenances before mentioned or intended to be sold unto him the said F.R. his Heirs, Executors or Assigns, as the Councel learned in the Law of the said F.R. his Heirs, Executors, Administrators or Assigns shall reasonably devise, advise or require, without covin or delay.

Item, It is agreed between all parties to these presents, That all Assurances and Conveyances, and all Fine or Fines hereafter to be had, levyed and acknowledged of all the Premisses before mentioned, shall be and enure, and shall be deemed, construed and taken to be and enure, to the sole and only proper use, benefit and behoof of him the said F.R. his heirs, executors, administrators and Assigns for ever, and to no other use, intent or purpose whatsoever.

Lastly, It is agreed, That if the said D. doth not travel up in person to the Cities of *London* or *Westminster*, for to levy and acknowledge such Fine or Fines, or other Conveyances, as shall be requisite for the sure setling of the premisses unto the said F.R. his heirs, executors and assigns in form afore-mentioned, then he the said H.D. his heirs, executors or assigns, shall pay and allow unto the said F.R. his heirs, executors or assigns, at the acknowledging of such Fines, the sum of ten shillings sterling, for and towards his charges, in procuring of a Writ called *Dedimus potestatem* to enable her the said D. to acknowledge the same Fine in the Countrey. In witness, &c.

Bonds to perform Covenants.

A plain bargain and sale to be enrolled.

THis Indenture made the day of in the seventh year of the Reign of our Soveraign Lord *Charles*, by the

Grace of God of *England*, *Scotland*, *France* and *Ireland*, King, Defender of the Faith, &c. Between I.B. Citizen and Grocer of *London* of the one part, and I. D. of H. in the County of E. Esq; I. B. of *Lincolns Inne* in the County of M. Esq; I.C. of D. in the County of H. Clerk, and R.D. Gent. second son of the said I.D. of the other part, witnesseth, That the said I.B. for and in consideration of the sum of five hundred and thirty pounds of good and lawful money of *England*, to him in hand paid by the said I.D. the receipt whereof he acknowledgeth by these presents, hath granted, bargained and sold, and by these presents doth clearly and absolutely grant, bargain and sell unto the said I.D. I.S. I.C. and R.D. their Heirs and Assigns for ever, all that Field or parcel of land, lying and being in R. in the County of E. commonly called or known by the name of Hilly Field; And all that little Marsh or parcel of Marsh ground, lying and being at or near the end of the said Field or parcel of land; And also all that great Marsh or parcel of Marsh-ground, and the little Marsh or parcel of Marsh-ground adjoining to the same great Marsh in R. aforesaid; All which premisses do contain together by estimation thirty and five acres, be they more or less, and are set, lying and being in R. aforesaid, and now or late in the tenure and occupation of T.L. of H. in the said County of E. Esq; and the above named I.D. or one of them, or of the Assignee or Assignees of them, or one of them, and all buildings, woods and underwoods standing and growing upon the premisses, and all Wayes, Easements, Profits, Commodities and Appurtenances whatsoever thereunto belonging, and all the Reversion and Reversions, Remainder and Remainders, Estate and interest of him, the said I.B. of and in all and singular the premisses, with all and every their incidents, and all evidences, writings or minuments, of or concerning the said Lands and Premisses, to have and to hold the said Field, Marshes, Marsh-grounds and premisses before mentioned, with all and every the appurtenances unto the said I. D. I. S. I. C. and R. D. their Heirs and Assigns to the only use and behoof of them the said I. D. I. S. I. C. and R. D. their Heir, Heirs and Assigns for ever. In witness, &c.

Articles

Articles for building.

Articles of a Covenant indented, made, concluded and agreed upon the, &c. Between I F. of &c. of the one part, and T.B. of, &c. of the other part, as followeth, viz.

FIrſt, the ſaid T. B. and C.T. for themſelves their Executors and Adminiſtrators do joyntly and ſeverally covenant, promiſe and grant, to and with the ſaid I F. his Executors, Adminiſtrators and Aſſigns by theſe preſents in manner and form following, that is to ſay, that they the ſaid T.B and C. T. their Executors, Adminiſtrators or Aſſigns, or ſome of them for the conſideration hereafter mentioned, ſhall and will forthwith take down the now dwelling-houſe of the ſaid I.F. ſcituate and being in St. M. lane in the Pariſh of St. M. in the Fields aboveſaid, and in the room thereof ſhall make, erect, build and ſet up one new Tenement or dwelling houſe to contain thirty feet and a half in width or near thereabouts, and in length thirty and ſix feet, or neat thereabouts, and ſhall make one Celler of the ſame length and breadth, and ſhall make two rooms upon each floor, the one forward and the other backward, and ſhall make the Celler ſix foot and a half deep, the Story over the ſame Celler nine feet deep, the Story over the ſame Story nine feet deep likewiſe, the half Story over the ſame Story ſeven feet and a half deep, and the Garrets, over the ſaid half Story, three foot and a half to the top of the raiſing piece, and ſhall make one ſtack of Chimnies to contain ten fire rooms of ſuch largeneſs as the room will conveniently afford, and ſhall make them ſufficient to carry away the ſmoke without any annoyance; And ſhall pave the Celler with good and well burned bricks, and ſhall lay all the foot paces with green and yellow tyles, ſaving the Cellers which are to be laid with brick, and the dining room which is to be laid with Galley tyles; and ſhall make the walls on the South ſide, the fore front; and the back ſide according to his Majeſties *Proclamation*, and ſhall provide and ſet up all manner of timber to be uſed about the ſame building of good and ſufficient ſoantlings, and ſhall lay all the floors with good ſeaſoned *Norway* deal boards well ſhot and plained, and cloſely layd and well nailed, and ſhall make good and eaſie ſtairs of Elme boards ſo large and ſpacious as the room will afford, and ſhall well and ſufficiently tyle all the ſaid Building with good Tyles and Lath the Tyling with hart Laths and ſhall lay all the VValls, Sealings and Partitions with Lime and Hair, and ſhall make a good and ſufficient beaten deal door towards the Street, and ſhop windows ſutable to the ſame, and ſhall ſet one ſufficient

lock and bolt to the ſtreet door, one bolt to the back door, and one bolt to the Celler door, and ſhall make one ſufficient door to every room, and hang them with ſufficient hooks and hinges, and ſhall make ſufficient caſements to all the windows, that is to ſay, four in the dining-room, two in the next room over the dining-room, two in the half Story, and one in the Garret, one in the room next over the Celler backward, and one in each room over the ſame room, and ſhall make all the windows as large and convenient for light as the rooms will afford, and ſhall make ſuch lights for the Stairs in the ſide walls as ſhall be fitting and convenient, and ſhall make or do, or cauſe to be made and done, all the plumbers work and Glaſiers work, of and belonging to the ſaid building well and ſufficiently, and ſhall colour all the outſide of the windows, doors, ſhutting windows and the Poſts at the doors with oyl of a ſtone-colour, and the inner ſide of the window of the lower room backward, and the inner ſide of all the windows of every room above Stairs with ſize of the ſame colour: And ſhall make creſſing-boards to every window, and ſhall make a Pent-houſe covered with tyles over the ſtreet door and ſhop-windows the whole breadth of the fore-front, and ſhall ſet up two fair turned Poſts at the ſtreet door with two Benches to ſit on, and alſo ſhall ſet up one viſe-board in the ſhop of Oak, four inches thick, two foot broad, and eight foot long make one brick wall of ſeven foot high with the Coping, one brick in length thick, and thirty foot long or thereabouts to ſever the yard of the ſaid I.F. from the yard now in the occupation of L.S.L. and alſo ſhall remove the Cole-houſe now ſtanding in the yard of the ſaid I.F. from the place where it now ſtandeth to the upper end of the yard, and alſo ſhall make one ſhop with a room or chamber over it, which ſhall adjoyn up cloſe to the ſaid Cole-houſe; And the ſaid new brick wall which is to be built for the dividing of the ſaid yard, which ſaid ſhop or ſhed and room over it, is to contain in length thirteen feet, in breadth nine feet, and in heigth up to the eves ſeven feet, and ſhall cover it with tyles, and lay all the walls with loam and lime and hair rendred upon: And ſhall make one forge Chimney and a Hearth to it, and a frame to hang a pair of bellows on, and ſhall ſet up two viſe-boards, the one below and the other above ſuch, as the ſaid I.F. ſhall provide, and ſhall make two ſhutting windows, the one below, and the other above, and hang them with hinges, and ſhall make the floor of the chamber or room above of ſufficient joyſts and boards, and ſhall make a ladder to go up thereinto with flat ſteps, and ſhall find and provide at their coſts and charges all and all manner of tyles, bricks, laths, nails, lead, iron, ſand, lime, loam, hair, ſcaffolding

ding, ſtuff, and all other materials whatſoever which ſhall be fit and needful to be uſed in or about the ſaid buildings, and ſhall carry away all the rubbiſh, loam and earth whatſoever, which ſhall ariſe by reaſon of the ſaid building, and alſo ſhall make one good and ſufficient gutter to carry the water out of the yard into the ſtreet, and ſhall and will well and workmanlike frame, erect, ſet up and finiſh all the ſaid building in and by all things that belongeth to the works of a Carpenter, Brick-layer, Tyler, Plaſterer, Plumber, Smith and Glaſier, at or before the four and twentieth day of *Auguſt*, now next coming after the date hereof.

In Conſideration of which ſaid building to be done and finiſhed in manner and form aforeſaid, the ſaid I.F. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid T.B. and C.T. their Executors, Adminiſtrators and Aſſigns by theſe preſents in manner and form following that is to ſay, that the ſaid I.F. his Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall and will truly pay or cauſe to be paid unto the ſaid T.B. and C.T. their Executors, Adminiſtrators or Aſſigns, at or in the now dwelling houſe of A.T. Shoomakers, ſcituate and being in St. M. Lane aforeſaid, the ſum of one hundred pounds of lawful money of *England*, at three ſeveral payments in manner and form following, that is to ſay, thirty three pounds ſix ſhillings and eight pence thereof in hand, at and before the enſealing and delivery hereof, the receipt whereof the ſaid T.B. and C.T. do hereby acknowledg and confeſs, and thereof and of every part and parcel thereof do clearly acquit, exonerate and diſcharge the ſaid I.F. his Executors and Adminiſtrators, and every of them, for ever by theſe preſents; other thirty three pounds ſix ſhillings and eight pence thereof when the whole building is framed, the Chimneys ſet up, and the roof tyled, and other thirty three pounds ſix ſhillings and eight pence thereof reſidue and in full payment of the ſaid ſum of one hundred pounds when the whole building is fully ſet up and in every reſpect finiſhed; And further, that the ſaid T.B and C.T. their Executors, Adminiſtrators or Aſſigns, ſhall have and take to his and their own uſes all the timber, boards and other materials whatſoever to be pulled down in or about the ſaid old houſe, and uſe ſo much thereof in the new buildings as ſhall be good, ſound and ſerviceable; In witneſs, &c.

Articles between two Joynt purchasers for dividing the rent, and avoiding survivorship.

Articles of Agreement indented, made, concluded, and agreed upon the day of August. Between P. D. of S.P.C. within the Parish of S.M. in the Fields, in the County of M. Victualler, of the one part, and L.D. of the Parish of S.M. in the Fields aforesaid, Citizen and Merchant Taylor of L. of the other part, viz.

IMprimis, Whereas G.G. of the Parish of St. M. in the Fields aforesaid, G. by his Indenture of lease bearing date the eleventh day of M. in, &c. for the consideration therein expressed, did demise, grant, and to farm-let unto T.N. then of the City of W. in the said County of M. Taylor, All that piece or parcel of ground parcel of the Earl of B. pasture, called Covent Garden and long Acre, or one of them butted and bounden, and containing such length and breadth, as in the said Indenture is expressed, together with all that Messuage or Tenement thereon, or one part thereof, then lately erected and built by the said G.G. containing a Kitchin, a Cellar, a Shop; and Back room over the said Kitchin, and Cellar, and six Chambers over the same Shop and Back-room, with Studies and other conveniences, thereunto belonging; Together likewise with a Well, a House of Office, and Cross Partition-wall then lately built on the said ground, together also with all lights, easments, water-courses, profits and Emoluments whatsoever to the said premisses belonging, and all wayes and passages then used, or which then after shall be laid forth and used, to and for the said new erected building, all which premisses are scituate, lying and being in the Parish of St. M. in the Fields aforesaid; To have and to hold unto the said T.N. his executors, administrators and assigns, from the Feast day of the Annunciation of our blessed Lady, Saint *Mary* the Virgin, then next ensuing the date of the said Indenture of Lease, unto the full end and term of twenty and one years from thence next ensuing, fully to be compleat and ended at and for the yearly Rent of l x and twenty pounds of lawful money of *England* payable; As in and by the said recited Indenture of Lease, amongst divers Covenants, Grants, Clauses, Conditions and Agreements therein contained, more at large doth and may appear: And whereas the said T M. by his Indenture of Lease bearing date the sixteenth day of M. in the, &c. for the consideration therein expressed, did demise, grant, and to farm-let unto P. P. of *London* gent. the several Rooms, Chambers, Easments and Commodites,

in

in the said Indenture particularly mentioned and set down, being part and parcel of the Messuages, or Tenements wherein the said T.N. did then, or of late thentofore inhabit and dwell together, with all wayes, Lights, Easments, Water-courses, and amongst others those that fell in the common Sewer at that present through the Tenements, that the said N. d'd then possess, and all Profits, Commodities and Appurtenances whatsoever, to the said several Rooms and Premisses belonging and appertaining as tho same were then severed, divided, parted and allotted out for the use and occupation of the said P. P. To have and to hold the said Rooms and Premisses unto the said P.P. his Executors, administrators and Assigns, from the day of the date of the said last mentioned Indenture of Lease, unto the full end and term of Fourteen years from thence next and immediately ensuing; and fully to be compleat and ended; At and for the yearly Rent of four and twenty pounds payable, as in and by the said last recited Indenture of Lease, amongst divers Covenants, Clauses, Conditions and Agreements therein contained, more at large also it doth and may appear, the Estate, right, title, interest and term of years to come of him the said T.N. of, in, and to all the above-recited premisses, and every part thereof, is lawfully come and vested in the above-named P.D. and L.D. by force and vertue of one Indenture of Assignment bearing date the Six and twentieth day of *May* last past, before the date of these presents, made and granted by the said T.N. unto the said P.D. and L.D. as in and by the said Indenture of Assignment, amongst other things therein also contained, more at large likewise appeareth; And whereas also the said P.D. and L.D. by their Indenture of Lease bearing date the Twentieth day of *June* last past, before the date of these presents (for the consideration therein expressed) did demise, grant, and to farm-let unto G.D. of the Parish of St. C.D. in the said County of M. Citizen, and Painter-stainer of *London*, all that Messuage or Tenement, being part of the Premisses first above recited containing the several rooms particularly in the said last mentioned Indenture expressed, with the yard, garden plat and house of office, and all lights, easements, wayes, passages, profits, commodities and appurtenances whatsoever, to the said premisses belonging or in any wise appertaining, (except out of the said last demise as in the said Indenture is excepted) to hold the said premisses unto the said G.D. his Executors, Administrators and Assigns, from the Feast of the Nativity of St. *John Baptist* next ensuing the date of the said last mentioned Indenture of Lease unto the full end and term of twelve years and half a year, two Months and fourteen dayes from thence next ensuing, and fully to be compleat and ended, at and for the yearly rent

of thirty pounds payable, as in and by the said last recited Indenture of Lease amongst divers other covenants, clauses and agreements therein also contained, more at large likewise appeareth; and whereas further the said P. D. and L. D. by one other Indenture of Lease bearing date the twentieth day of *July* last past before the date of these presents (for the consideration in the same Indenture expressed,) did demise, grant, and to farm-let unto W. H. Citizen and Fishmonger of *London*, all that Messuage or Tenement with the yard behind the same, and the house of office in the same yard standing, being parcel likewise of the said premisses first above recited, for the term of twelve years, one half year, two months, and fourteen dayes, commencing from the Feast-day of the Nativity of St. *John Baptist* last past before the date of the same Indenture of Lease, for and under the yearly rent of ten pounds and ten shillings, payable likewise, as in and by the said last mentioned Indenture of Lease amongst divers covenants, clauses and agreements in the same Indenture of Lease contained more at large also appeareth.

Now it is covenanted, concluded and agreed by and between the said parties to these presents, and the true intent and meaning of either of them is, that forasmuch as either of the parties above named have disbursed and paid their several equal shares and proportions of money for the purchase of the Premisses above recited, that the several rents of thirty pounds, fourteen pounds, and ten pounds ten shillings upon and by the said several mean Indentures of Leases, above recited reserved, (the said yearly rents of six and twenty pounds, reserved upon the said first recited original Indenture of Lease payable to the above named G. G. his Executors, Administrators or Assigns, for all the before recited Premisses being first paid and discharged) shall be equally devided and shared between the said parties, parties to these presents, share and share like; and if it shall happen either of the said parties to die before the end and expiration of the term and terms of years in the said several Indentures of Leases before recited, or in any or either of them now to come and unexpired, that then and from thenceforth, it shall and may be lawful to and for the executors, administrators and assigns, of the party deceasing, to have, occupy, receive, take and enioy the full and entire moity or half part of all the rents, issues and profits of all and singular the before recited premisses with the appurtenances in as large and ample manner and form to all intents and purposes, as the party so doing should or ought to have done, if he had lived, and were then living, any grant, restraint, provision, statute or ordinance to the contrary notwithstanding, and that neither of the said parties, nor the Executors, Administrators or Assigns of

them

them, or either of them, shall or will at any time or times hereafter take, demand or receive any of the rents above reserved, or make or give any discharge or acquittance of or for the same, or any part or parcel thereof, without the knowledge, assent or consent of the other party, his Executors, Administrators or Assigns, first had and obtained in Writing under his or their hand or hands.

Item, It is further covenanted, concluded and agreed unto by and between the said parties to these presents, that neither of the said parties nor the Executors, Administrators or Assigns of them, or either of them, shall or will at any time or times hereafter, grant, bargain, sell, assign, surrender or set over his or their estate or estates, right, title, interest, term and terms of years to come of, in or to all or any part of the before recited Premisses with the appurtenances, to any person or persons whatsoever, without the knowledg, consent or refusal of the other party first had, (he paying as much as any other shall or will give and pay, (*bona fide*) for the same) or shall or will take or endeavour to take any new Lease for years, lives, or otherwise, or any other grant whatsoever of the before recited premisses, or any part or parcel thereof in Reversion after the expiration of the term of years they now have and enjoy in the said recited premisses, by force and vertue of the said first recited Indenture of Lease made from the said G.G. to the said T.N. as aforesaid, either from the said G.G. his Executors, Administrators or Assignes, from the Right Honourable the Earl of B. his Heirs or Assigns or any other immediate Tenant or Farmer, claiming from, by or under them or any of them, without the knowlege, assent, consent or refusal likewise of the other party, his Executors, Administrators or Assigns, in Writing under his or their hand or hands, or before sufficient witnesses first had and obtained.

Lastly, It is covenanted, concluded and fully agreed upon, by and between the said parties to these presents, that all and every the several Deeds and Writings before recited, shall be reputed, deemed and taken to be and enure to the joynt use and uses, benefits and commodities of both the said parties, their Executors, Administrators and Assigns, and to no other use, intent or purpose whatsoever, and that the party, his Executors, Administrators or Assigns, so keeping the same Writings, shall and will upon the reasonable request or requests of the other party, his Executors, Administrators or Assigns, at all times hereafter produce and bring forth, and be ready to shew all and every, or so many of the same Writings that shall be required at his or their hands, either for the producing and getting of a further time or title, of and in all or any part of the before recited premisses, or for the maintenance

nance of the title of the premiſſes, (if it ſhould be queſtioned) as for the ſealing and conveying away of all his or their eſtate or intereſt, of and in the moity of all or any part of the ſaid recited premiſſes without covin or delay. In witneſs whereof, &c.

Articles to ſurrender Copy-hold Lands, till the ſurrender can be had.

Articles of Agreement, indented, had, made, concluded and agreed upon the day of January Between P.C. *of* B. *in the County of* W. *gent. of the one part, and* H. H. *of* M.T.L. *gent. of the other part*; as followeth.

IMprimis, whereas the above named P.C. now ſtandeth lawfully ſeized in his demeaſn as of fee according to the Cuſtom of the Mannor of B. aforeſaid, after the deceaſe of T. C. Widow, of and in one copy hold or cuſtomary Meſſuage, together with a garden, back ſide, out houſe and other appurtenances thereunto belonging, ſcituate in the upper ſtreet in B. aforeſaid, and parcel of the aforeſaid Mannor. And whereas the ſaid P.C. is now poſſeſſed of the aforeſaid Meſſuage and Premiſſes with the appurtenances, by demiſe from the ſaid T.C. for a certain term ending at the Feaſt of St. *Michael* the Arch-Angel next enſuing the date above written, The ſaid P.C. doth for himſelf, his Heirs, Executors and Aſſigns, covenant, grant and agree to and with the ſaid H.H. his Executors and Aſſigns by theſe preſents, that he the ſaid P.C. on this ſide, and before the firſt day of *Eaſter* term next enſuing, ſhall at the coſts and charges of the ſaid H H. convey, aſſign and ſet over unto the ſaid H. H. and his aſſigns, all the preſent eſtate, title and intereſt of the ſaid P. of, in and to the ſaid Meſſuage and Premiſſes, and every part and parcel thereof with the appurtenances, and ſhall and will put the ſaid H.H. or his aſſigns, in peaceable poſſeſſion thereof, and that the ſame ſhall be then in as good plight and repair, as now they be.

Item, The ſaid P.C. for and in conſideration of the ſum of ten pounds of lawful money of *England*, by the ſaid H. H. unto the ſaid P.C. well and truly paid, whereof the ſaid P doth acquit and diſcharge the ſaid H. by theſe preſents, as alſo for and in conſideration of the ſum of one hundred pounds of like money to be paid by the ſaid H. to the ſaid P. as hereafter in theſe preſents is limited, doth for himſelf, his Heirs Executors and Aſſigns, and every of them, covenant, grant and agree to and with the ſaid H.H. his Executors, and Aſſigns by theſe preſents, that he the ſaid

P.

P.C. and S. his Wife, shall and will before and on this side the said first day of *Easter* term next ensuing, by usual names surrender according to the custom of the said Mannor, into the hands of the Lord of the said Mannor, the aforesaid Messuage and Premisses with the Appurtenances, and all their estate, possession, reversion, remainder, right, title and interest therein, to the use and behoof of the said H.H. his Heirs and Assigns for ever and that he the said P. hath now good right and title to the said Messuage and Premisses with the Appurtenances, and a good estate therein in Fee simple, according to the custom of the said Mannor after the decease of the said T.C. and shall make and give unto the said H.H. such assurance and security for the quiet enjoying of the Premisses as the said P. hath had, made or given unto him by W.W. of whom the said P. lately purchased the same, and shall and will assign over to the said H. by such wayes or meanes, as by him or his Council learned in the Law, shall be reasonably Devised, Advised and Required, all Bonds, and other collateral Security, which the said P. now hath, for the safe and free enjoying of the Premisses, or any part thereof.

Item, The said H.H. doth for himself, his Heirs, Executors and Assigns, covenant, promise and grant to and with the said P.C. his Executors, Administrators and Assigns, and every of them by these presents, that he the said H.H. or his Assigns, shall and will upon the aforesaid surrender made by the said P. and S. his wife, and the peaceable possession delivered of the Premisses in such good plight and repair as they now be according to the true intent and meaning of these presents, pay, content and satisfie unto the said P.C. or his Assigns, the whole and just sum of one hundred pounds of lawful money of *England*.

Item, it is agreed between the said parties to these presents, that the said H. H. shall buy of the said P. C. such moveables as now be in the said Messuages and Premisses, or that he shall be pleased to leave there at such rates, as two men to be by the said P. and H. indifferently chosen shall appraise the same, and that the said H.H. shall pay unto the said T.C. all Rents that shall grow due unto her for the Premisses, from the day of the date of these presents, In Witness whereof the parties above named these presents, have interchangeably set their hands and seals the day and year first above written.

An Indenture of Covenants to stand seized to uses, in consideration of marriage, &c.

THis Indenture made the day of *January*, in the year of the Reign of our Soveraign Lord *Charles*, by the grace of God of *England*, *Scotland*, *France*, and *Ireland* King, Defender of the Faith, &c. the second, between I. F. of D. in the County of D. Gent. of the one part, and N.G. of W.K. in the said County Yeoman, I.S. of S. in the said County Yeoman, and W.B. of S. aforesaid, Yeoman of the other part, witnesseth, that for and in consideration that the said I. F. hath married A. the daughter of the said N.G and by her issue hath one son, and to the intent to provide and establish some certainty of living and livelihood to be had and enjoyed by or unto the said A. after his decease, and for the establishment of some part and portion of those inheritances as is descended unto him the said I.F. from his Ancestours, unto his said son I. begotten on the body of the said A. and unto such other issues as it shall please God to send him of the body of the said A. for the natural affection and fatherly love he beareth unto the said I. and other issues he may happen to have of the body of the said A. and to the intent that she the said A. may be the better able to bring up, educate and help the said I. his son and such other child or children as he shall hapen to have by the said A. when it shall please God to call the said I.F. out of this mortal life, if it shall chance that she shall over-live the said I.F. doth by these presents, covenant, grant, agree to and with the said N.G. I.S. and W.B. and to and with every of them, that he the said I.F. his Heirs and Assigns, and every of them, shall and will from henceforth stand and be seized of and in one Messuage or Tenement, and Cottage, with all and singular the Appurtenances, set, lying and being in S. in the Parish of B. B. now in the tenure of I.L. under the yearly rent of ten shillings, one other Cottage, parcel of the said Tenement, now in the tenure of one W.D. under the yearly Rent of five shillings, and of and in one other Messuage or Cottage, parcel also of the said Tenement, now in the tenure of one C.B. and the yearly rent of four shillings, and of and in all those several Messuages or Cottages, adjoyning to the farm of D. that is to say, one Cottage and Maulr. mil. garden, and an acre and half of Pasture, now in the tenure of A.F. Widow, under the yearly Rent of four shillings, and of and in one other Messuage or Cottage, and Orchard, and an acre and a half of Pasture now in the tenure of one I.D. under the yearly Rent of five shillings and four pence, and of and in that other Messuage or Cottage, and Garden thereunto, now in the tenure of

B.

a Widow, under the yearly rent of four shillings, and of and all that other Cottage called T. now in the tenure of A. under the yearly rent of four shillings, and of all that other Messuage or Cottage now in the occupation of R.W. under the yearly rent of four shillings, and of and in all and singular the Reversions and Reversion, Remainders and Remainder, Rent and Rents, of, in, to, or out of all the Lands, Tenements, Messuages and Hereditaments aforesaid, or any of them, and of and in any other his profits, commodities and advantages whatsoever, to the said Lands, Tenements and Hereditaments, or any of them belonging, or in any wise appertaining, or had, used or occupied in or upon the same, to the only proper use and behoof of the said I.F. for and during his natural life, without Impeachment of any manner of waste, and from and after his decease to the only use and behoof of the said A. during her natural life, and from and after her decease to the only proper use and behoof of the said I. son of the said I F. the Father, for and during his natural life, and after his decease to the use and behoof of the said I.F and the Heirs of the body of the said A. by the said I.F. lawfully begotten, or to be begotten, and for default of such issue to the use of the right heirs of the said I.F. the father for ever, and it is covenanted, granted, and fully agreed by these presents, by and between the said parties to these presents, and every of them, their, and every of their Heirs and Assigns, that all and every grant, feoffment, fine, recovery and other conveyance, assurance, assurances; and conveyances whatsoever, to be had, made or executed by the said I.F. his Heirs and Assigns, or any of them within the space of five years next ensuing, of or concerning the said Lands, Tenements, and other the Premisses aforesaid, or of or concerning any part or parcel thereof, at all times hereafter shall be adjudged, deemed and taken to be only to the intents, uses and purposes in these presents mentioned and expressed, and to no other uses, intents or purposes; provided always, and it is agreed between the said parties to these presents, that it shall and may be lawful to and for the said N.G.I.S. and W. B. or the Survivors of them, whereof the said I.F. to be one, at all and every time and times, and from time to time, during the life of the said I.F. at the will and pleasure of such of them four, three or two of them which then shall be living, whereof the said I.F. to be one by their Deed or Writing, indented of all them which then shall be living be it four, three or two of them so that the said I.F. be one of them, or such of them as shall be parties to the same sealed and subscribed, to alter, determine, diminish, change or enlarge any or all the aforesaid use or uses before declared of the Premisses, or any part thereof, the use and estate before limited, declared

clared or appointed to the said A. Wife of the said I. F. for the term of her life only excepted, and by the same, or any other such Writing indented, sealed and subscribed, as is aforesaid to limit and appoint, give or grant, the use or uses of the Premisses, or any part thereof to the said persons, or any of them, or to any other person or persons in fee-simple, fee-tail for life, lives or years, or otherwise, and that after such alteration, determination, enlarging, limitation or appointing of any the use or uses aforesaid, or of any parcel thereof, the use only of such and so much of the Premisses, whereof any such alteration, determination or enlarging of any use or uses aforesaid, shall be as is aforesaid, had or made, shall be, and shall be deemed and adjudged to be to such, and those person and persons, and to such and those use and uses, and in such and the same manner and form, as by such Writing subscribed and sealed, as is aforesaid, shall be declared only, and to any other or others, person and persons, use or uses, or in any other manner or form, any thing in these presents contained to the contrary notwithstanding, alwaies saving and preserving the said use and estate before limited and declared to the said A. for the term of her natural life, as is aforesaid, &c.

An Assignment of a Bond by way of a collateral security.

KNow all men by these presents, that whereas T.M. of the Parish of *Clenden* in the C. of *Wilts* Gent. and W.M. of the Parish of *Cheredon* in the said C. of *Wilts.* Gent. by their Obligation dated the , &c. stand joyntly and severally bounden unto me H.T. Citizen and Salter of *London*, in the penal sum of one hundred pounds of good and lawful money of *England*, with condition thereupon endorsed for payment of fifty and two pounds of like good and lawful money on the &c. next ensuing, the date of the said obligation, as by the same it doth and may appear. Now I the said H T. for the better security of the like debt, for which I have given bond, and for other good causes and considerations me hereunto moving, do by these presents make, constitute, ordain, and in my stead and place put and authorize D.M of the Inner Temple *London* Gent. my true and lawful Deputy and Attorney irrevocable for me and in my name, but to the sole use and behoof of my said Attorney, his Executors, Administrators and Assigns, to ask, demand, receive and take of them, the said T.M. and W. M. or either of them, their or either

her of their Executors, Administrators or Assigns, the said sum of fifty and two pounds; and for non-payment thereof, giving, and by these presents granting unto the said D.M. by the tenor hereof, my full, whole and absolute power and authority in the execution of the Premisses, the said T.M. and W.M. or either of them, their or either of their heirs, executors or administrators, in my name or the name of my executors or administrators to arrest, sue, implead, imprison, and condemn, and prosecute in any Court or Courts whatsoever, and them or any, or either of them out of prison to release as precisely as the Law will it permit for recovery of the said debt and penalty. And upon recovery and receipt thereof to deliver up the said obligation to be cancelled, and finally to do all and every other lawful act whatsoever for recovery of the said debt and penalty or any part thereof, without yielding any account thereof, or therefore, as to my said Attorney shall seem meet and expedient, as fully and effectually as I my self might or could do, or cause to be done in or about the Premisses. And moreover I the said H.T. do by these presents covenant and promise to and with the said D.M. his executors and administrators, that at the day of the date of these presents I have not done, or caused or suffered to be done any act or thing whatsoever, whereby the said recited obligation is any manner of wayes released or discharged, and that neither my self, my executors or administrators shall or will at any time hereafter release or discharge the same, or cause, or suffer the same to be released or discharged without the privity and consent of him the said D.M. his executors or administrators, in that behalf first had and obtained; provided nevertheless, that if T.W. of, &c. in the C. of, &c. Yeoman, his Executors, Administrators or Assigns, shall and do well and truly satisfie, pay and discharge one obligation of one hundred pounds, bearing date the, &c. of, &c. last past, wherein and whereby the said T.W. standeth bounden unto A.W. of, &c. aforesaid, Spinster, with Condition for payment of fifty one pounds and ten shillings of lawful money of *England*, on the first day of, &c. next ensuing; that then these presents to be revocable, and shall be utterly void and of none effect, any thing herein contained to the contrary in any wise notwithstanding. In witness whereof I the above named H.T. have hereunto set my hand and seal the, &c. in the, &c.

A grant of the moiety of an annuity during life.

THis Indenture made the, &c. in the year of our Lord God; 1651. Between A.B. of the Parish of, &c. in the County of K. Esq; the eldest son of K. B. widow, the late wife of Sir K. B. Knight deceased, and S. the wife of the said A. of the one part, and Sir G.H. of C. in the said C. Knight of the other part, witnesseth, that the said A B. and S. his Wife, for and in consideration of the sum of 300 *l.* of lawful *English* money to them in hand paid by the said Sir G.H. at and before the ensealing and delivery of these presents, the receipt whereof and themselves therewith fully satisfied and payed, they the said A.B. and S. his wife do hereby acknowledg, and thereof do release, acquit and for ever discharge the said Sir G.H. his heirs, executors and Administrators, by these presents have granted, bargained, sold, alienes, released and confirmed, and by these presents doth fully and absolutely grant, bargain, sell, alien, release and confirm unto the said Sir G.H. one annuity and annual rent of 50 *l.* by the year, being the moiety or half part of one entire annuity or annual rent of 100 *l.* by the year, arising, due or payable to the said A. B. out of the Rectory or Parsonage impropriate of E. in the said C. of K. with the appurtenances, or out of any part or parcel thereof, or out of all or any of the Messuages, houses, barns, stables, buildings, yards, courts and gleab-lands, tithes, oblations, obventions, emoluments, rents, corn-rents, reserved, or other rents, fruits commodities, profits or advantages whatsoever to the said Parsonage and Rectory belonging; to have and to hold the said annuity or annual rent of 50 *l.* herein before mentioned to be bargained and sold unto the said Sir G. H. and his assigns from the &c. of &c. last past before the date of these presents, for and during the natural life of the said Sir G. H. or for the term of fourscore years, if he the said Sir G.H. shall happen so long to live, in as large, ample and beneficial manner to all intents and purposes, as he the said A.B. and S. his wife or either of them, now hath, ever had, or could, or might, or can, or may in any wise grant, bargain, sell or release the same, and to the only use and behoof of the said Sir G.H. and his assigns, and to no other use or purpose. And the said A B. and S. his Wife, the said annual rent of 50 *l.* herein before mentioned, to be bargained and sold by the year, against themselves and all other persons lawfully claiming, or to claim the same or any part thereof, by, from, or under them, or either of them, unto the said Sir G.H. and his assigns shall and will warrant and defend by these presents. And the said A.B. and S. his wife, do for their said lives, and either

of

of them, their, and either of their heirs, executors and administrators, and every of them covenant, promise and grant, to and with the said Sir G.H. his heirs, executors and assigns, and every of them by these presents, in manner following, that is to say, that they the said A. and S. or one of them, for and notwithstanding any act or thing by them, or either of them heretofore done or suffered to the contrary, have or hath in themselves, or any of them, at the time of the ensealing of these presents, good right, and lawful authority to grant, bargain, sell and release unto the said Sir G.H. and his Assigns, the said annual rent of 50 l. by the year, in such manner and form as is herein before mentioned and expressed, and further, that the said Sir G.H. and his assigns shall or lawfully may during the natural life of the said Sir G. H. or the term of, &c. if the said Sir G H. shall so long live, peaceably and quietly have, hold, enjoy and receive, attain and keep the said annual rent or sum of 50 l. by the year before granted, without the lawful let, suto, trouble, denial or disturbance, of or by the said A.B. and S. his Wife or either of them, or any other person or persons lawfully claiming by, from or under them or either of them, their or either of their estate, right or title. And further, that the said bargained premisses were, are, and be, and so shall remain and continue to the said Sir G.H. and his assigns, during the natural life of the said Sir G.H. or the term of fourscore years, if the said Sir G. shall so long live, free and clear, and freely and clearly acquitted and discharged, or else by the said A.B. and S. his Wife, or one of them, their or one of their heirs, executors or administrators; sufficiently saved harmless and indemnified of and from all manner and other gifts, grants, bargains, sales, estates, leases, joyntures, dowers, statutes, judgments, recognizances, titles, troubles, and incumbrances whatsoever at any time heretofore had, made, committed or suffered, or hereafter to be had, made, committed or suffered, by them the said A.B. and S. his Wife or either of them; and the said A. B. and S. his Wife, do for themselves, their heirs, executors and administrators and every of them covenant and promise to and with the said Sir G. H. his executors, administrators and assigns and every of them by these presents, That they the said A. B. and S. his wife, and all and every other person and persons now having or lawfully claiming, or which shall or may hereafter have or claim any lawful estate, right or title in or unto the said bargained premisses or any part thereof, by, from or under them the said A and S or either of them shall and will at all times during the space of five years next after the date of these presents, if the said Sir G. H. shall so long live, at and upon the reasonable request, & at the proper costs and charges in the Law of the said G. and his Af-

make, acknowledge and execute to the said Sir G. H. and his Assigns all and every such further and other lawful and reasonable act and acts, device, conveyance and assurance in the Law whatsoever, for the better holding and enjoying of the said 50 l. *per annum* herein before granted, according to the true meaning of these presents, as by the said Sir G. H. and his assigns or any of them, his or their Council learned in the Laws of this Nation shall be in that behalf advised or devised and required, so that such person and persons who are to make such further assurance as aforesaid be not therein compelled to travel further than to the City of *London* and *Westminster*. Which said other assurance so to be had and made as aforesaid shall be and ensue, and shall be adjudged and taken to be and ensure; and by the said parties is hereby so declared to the only use and behoof of the said Sir G. H. and of his assigns, and to none other use or purpose whatsoever. In witness whereof, &c.

Articles of agreement for the holding Copy-hold lands from year to year from the term of, &c. at a certain rent, &c.

Articles of Covenants and Agreement had, made and agreed upon the, &c. day of, &c. in the, &c. between R. C. of, &c. in the C. &c. husbandman, E. his Wife, P. C. their son, and I. B. of, &c. in the said C. husbandman of the one part; and T. P. of, &c. in the said C. Yeoman of the other part, viz.

WHereas the said R. C. by certain articles of agreement indented bearing date the, &c. in the, &c. year of, &c. made between the said R. C. and P. C. of the one part, and the said I. B. of the other part, did for the considerations therein mentioned, covenant, promise and grant to and with the said I. B. his executors and assigns, that he the said I. B. his Executors and Assigns, and every of them should have and enjoy from the date of the said articles from year to year every year for and during the term of twenty five years then next and immediately following, according to the custom of the mannor of, &c. all and singular the lands, meadows, pastures, feedings, commons and appurtenances belonging to a customary or copy-hold tenement, with the back-side, barns, stables, and stalls thereunto belonging, and the West-end of the dwelling-house and the room over-head, then in the possession of one S. s. except and always reserved unto the said R. C. and P. C. and every of them, their assignee or assigns, all the other part of the dwelling house, then in the possession of the said R. C. and P. C. with the garden and one Cow-pasture, and five acres of arable land, whereof one acre and half lyeth at a place called the Quarre, one acre by

the piece in the East-field, half an acre in Rudlands in the same field, one acre in the West-Rowden, and one acre called Cecelins, with free ingresse egresse and regresse thereunto at all times and seasons convenient, without the lawful let, disturbance or interruption of him the said I.B. his assign or assigns, if they the said R.C. and P.C. or either of them shall happen so long to live; and likewise should have and enjoy during the said term limited as aforesaid, the use of the Eastern part of the back-side as it was then divided and appointed; all which recited premisses belongeth unto one customary or copy hold tenament with the appurtenances in &c. aforesaid, parcel of the mannor of, &c. aboresaid, which the said R.C. than had and enjoyed during his natural life, according to the custom of the said mannor, the Remainder whereof after the decease of the said R. being expectant unto the said P. his son by way of succession according to the said custom, as in and by the said articles of agreement amongst other covenants and agreements therein also contained at large it doth and may appear; it is now concluded and agreed by and between the said parties to these presents, touching and concerning the premisses in manner and form following, that is to say, first the said I.B. for himself, his heirs, executors and administrators, and every of them, doth covenant, promise and grant to and with the said T.P. his executors, and assigns by these presents, that he the said T.P. his executors and assigns and every of them, for and in consideration of the sum of 20 *l.* of lawful money of *England* (to be paid to the said I.B. by the said I.P. in manner and form hereafter expressed) shall and lawfully may for and notwithstanding any act or deed that the said I.B. hath done to the contrary have and enjoy from and after the day of the date hereof from year to year every year, for and during the term of ten years then next and immediately following, according to the custom of the said Mannor of &c. all and singular the recited premisses mentioned in the said recited articles of agreement (except as is therein excepted) if they the said R.C. and P.C. or either of them so long shall happen to live without the lawful let, disturbance or interruption of him the said I. B. his Assign or Assigns.

And the said T.P. for himself, his executors, administrators and assigns doth covenant, promise and grant to and with the said I.B. his executors, administrators and assigns by these presents; that he the said T.P. his executors, administrators and assigns shall and will well and truly pay or cause to be paid unto the said I.B. his executors, administrators and assigns for the rent of the said premisses for the said ten years, the sum of 20 *l.* of lawful money of *England*, that is to say, 10 *l.* thereof at the Feast day of the

birth of our Lord Christ now next ensuing the date hereof; and the other 10 *l.* residue of the said sum of 20 *l.* on the Feast day of the Nativity of *St. John the Baptist* now next also ensuing the date hereof; and that he the said T.P. his Executors or Assigns not any of them shall fell, cut down, top, lop, or shrowd any the trees or quit-sets growing upon the recited premisses.

Item the said R.C. and P.C. for themselves, and either of them for himself, their executors and administrators and every of them doth covenant, promise and grant to and with the said T.P. his executors and assigns by these presents, that he the said T.P. his executors and assigns and every of them (for and in consideration that they the said R.C. and P.C. are indebted unto the said T.P. by Obligation in the sum of 10 *l.* with condition thereunto for payment of 20 *l.* which Obligation is become forfeited, and which is now delivered up to the said R.C. and P.C. at the ensealing and delivery hereof to be cancelled) shall and may likewise have and enjoy, from and after the date hereof from year to year every year, for and during the said term of ten years then next and immediately following, according to the custom of the said manor of, &c. the milk house parcel of the said customary or copy-hold tenement, the chamber over the kitchin, and also the Barn, stable and all other the out-houses whatsoever, to the said customary or copy-hold tenement belonging, together with the use of the kitchin and back-side in common with the said R.C. and P.C. and further, that the said T.P. his executors and assigns for the consideration aforesaid, shall and may likewise have and enjoy during the said term, the said recited five acres of arable land so excepted and reserved unto the said R.C. and P.C. their Assign and Assigns amongst other things out of the said recited Articles of Agreement as aforesaid (so as the said R.C. and P.C. and their assigns shall and may have two acres thereof yearly, the one to be sowen to Wheat, and the other to Barley: The said R.C. and P.C. finding the seed yearly, but to be dunged with the fold, eared and sowen by the said T.P. his Executors and Assigns, in as good sort, manner and form as the said T.P. drudge, eare and sow his own land) and together also with free ingress, egress and regress thereunto at all times and seasons convenient, without the lawful let, disturbance or interruption of the said R.C. and E. his wife, and P.C. or any or either of them, if they the said R.C. and P.C. or either of them shall happen so long to live and further also that it shall and may be lawful to and for the said T.P. his executors and assigns to have and enjoy all other the premisses herein mentioned according to the covenant herein made by the said I.B. without any let, contradiction or denyal of them the said R.C. and E. his wife, P.C. or any or either of them.

Item,

Item, it is further concluded and agreed, that if the said R.C. shall happen to decease before the end of the said ten years, and that the said E. his wife shall be then living whereby the said premisses shall come unto her during her widowhood, according to the custom of the said Mannor of, &c. that then she the said E. shall and will permit and suffer the said T.P. to hold and enjoy all the said premisses, during the remainder of the said ten years that shall be then to come next after the decease of the said R. if she shall so long live and continue a Widow.

Item, It is also concluded and agreed, that the said R.C. and P. C. or one of them or their assigns, shall and will satisfie and pay or cause to be payd all rents, duties and other payments whatsoever hereafter to be due, payable or issuing out of the premisses, and thereof discharge and acquit the said T.P. his Executors and Assigns during the said term; and shall and will also during the said term, repair and amend as well all the houses and buildings in and upon the premisses, as also every the hedges and fences of the premisses during the said term.

And the said T.P. for himself, his Executors, Administrators and Assigns, and every of them doth covenant, promise and grant to and with the said R.C and P. C. and either of them their Executors, Administrators and Assigns by these presents, that it shall and may be lawful notwithstanding these presents, to and for the said R.C. and P.G. and their assigns, to have and enjoy the corn and grain now growing and being in and upon the premisses for this summer season at times convenient, with free ingress, egress and regress, to cut, mow, carry away, and house the same in the barn of the customary Tenement, and to use the said barn for the thrashing out of the said corn and grain until the Feast of, &c. next coming.

Item, It is also agreed by and between the said parties to these Presents, That it shall be lawful to and for the said T. P. his Executors and Assigns in the end of the said Term, or Determination of these presents, to have and enjoy the corn and grain that shall be then growing and being in and upon the premisses or any part thereof, with free ingress, egress and regress, to cut, mow, carry away and to house the same in the barn of the said Customary Tenement, and to use the said barn for the thrashing out of the said corn and grain until the Feast of, &c. then after ensuing.

Item, It is also agreed, That the said T. P. his Executors and Assigns shall and will in the end of the said term lay in, haine the Meadows and Grounds of the Premisses the first day of *May*, and so leave the same unto the said J.B. without suffering the same to be eaten with cattel or spoiled; and shall and

will spend all the straw and fodder in and upon the premisses, that shall be yearly made in and upon the premisses, and not elsewhere, and shall and will also allow unto the said R. C. and P. C. an hundred and half of seed yearly to be laid upon the houses of the said premisses; And for performance of all and singular the Covenants and Agreements aforesaid, on the part and behalf of the said R. C. and P. C. or either of them to be performed, they the said R. C. and P. C. do bind themselves, their Heirs, Executors and Administrators, unto the said T. P. his Executors and Administrators, in the sum of 80 *l.* of lawful money of *England*, firmly by these presents. In witness, &c.

An Obligation and a Condition from a Bayliff and his Sureties, to a High Sheriff.

Know all men by these presents, That we A. B. C. D E. F of, &c. in the County of, &c. G. H. of in the County of, &c. and I. K. of in the County aforesaid do hold our selves to be firmly bound unto L. M high-Sheriff of the County of, &c. aforesaid in, &c. pounds of good and lawful money of England, *To be paid to the said high-Sheriff, or to his certain Attorney, Executors, Administrators or Assigns; To which payment well and truly to be made we bind our selves, and every one of us by our selves for the whole, and in the whole, our Heirs, Executors, and Administrators firmly by these presents; Sealed with our Seals. Dated the, &c. in the year of our Lord, &c.*

THE Condition of this Obligation is such, That whereas the above named, &c. Esq; high-Sheriff of the County of, &c. aforesaid, hath made, assigned, constituted, ordained and established the above bounden, &c. Bayliff of the, &c. for and during all such time as the said, &c. shall be and continue high-Sheriff of the said County; If therefore the said, &c. during all the time aforesaid, do well and truly execute all warrants, precepts process, and commandments to him hereafter to be directed from the said, &c. and, &c. Gent. his under Sheriff, his or their deputy or deputies, and due and sufficient returns do well and truly make, and also do give notice of the execution thereof unto the said high-Sheriff, or under Sheriff in convenient time, before the return of the same and the fees of them, and of and for every other cause, matter, or thing whatsoever happening within the said, &c. due and payable within one month next after the receipt thereof, do pay or cause to be paid to the said high-Sheriff

or

or under Sheriff, his or their deputy or deputies, And that the said, &c. do not ask or levy any fee or fees due to the said high-Sheriff or under Sheriff, for the executing or doing of any warrant or precept whatsoever, but such as are warranted and justifiable by the Laws, Statutes, and Customs of this Nation; And do also well and truly execute, and return all warrants, precepts, diſtring of Liveri facias, and proces to him directed from the Justices of Assize and Goal delivery, Justices of Oyer and Terminer, Justices of the Peace, Coroners, Commissioners of the Sewers, Clerk of the County, and from all other Officers, Commissioners, and Ministers of the Kingdom having authority during all the time aforesaid, and further do levy and gather all such sums of money as the said high Sheriff shall be charged with by reason of the said Office, and leviable within the said, &c. being written or extracted to the said Bailiff from the said high-Sheriff or under-Sheriff, and do pay or cause to be paid to the said high-Sheriff or under-Sheriff, the sums of money within one moneth after the receipt of the said extract or writing; And also if the said Bayliff do well and truly pay, or cause to be paid to the said high-Sheriff or under Sheriff the sum of, &c. of lawful money of *England*, for the Fee-farm of his, &c and all other rents and Fee farms at the Feast of the Annunciation of the blessed Virgin *Mary*, and St. *Michael* the Arch-angel, by even and equal portions, due to the King within the said, &c. And also if the said Bayliff do deliver, or cause to be delivered in writing unto the said high-Sheriff or under Sheriff, before, &c. next coming, the names of all such Free holders within the said, &c. which have Four pounds *per annum* Free hold, or more, together with the names of the Towns wherein they dwell, and also the names of the Towns, Villages and Hamlets within the said, &c. And the Towns and Villages which ought to have return and Execution of Writs: And also if the said Bayliff shall give his personal Attendance upon the high-Sheriff and under-Sheriff, as well at the County Court, and such general Quarter Sessions which the Bayliff of the said, &c. have usually in former times attended; as also at all other times when the said high-Sheriff or under-Sheriff shall require his Attendance, and shall carefully and diligently do and execute, whatsoever he shall be lawfully required to do at Assizes, Goal deliveries, County-Court, Quarter-Session Coroners Enquest, and all other Services to be done for the Kingdom; and all and every person and persons whatsoever, and at all and every time and times, upon every reasonable request to him in that behalf to be made; And also shall be attendant upon the said high-Sheriff and under-Sheriff, his or their Deputy or Deputies, and Officers in and about conveying of prisoners

ners to and from the Goal, &c. or to and from any place or prison whatsoever, to be appointed by the said high Sheriff or under-Sheriff, And also at the Execution of prisoners aforesaid, and not to depart before execution of the prisoners fully be had and done, and shall well and truly execute the Office of a Bayliff in all things during the said time; And if the said Bayliff do take any distress upon every *alias* or *plures distringas*, which issue, and be directed to him out of the County court, to be holden for the said High-Sheriff, and do make due and lawful returns of the same, and do safely keep such distress so taken for the use of the said high Sheriff, in case the same be forfeited; And also if the said, &c. his Executors and Administrators, do at all and every time and times hereafter, defend, save, keep harmless, and indemnified, the said high-Sheriff, and his under Sheriff, his and their heirs, executors, and administrators and every of them, and his and their lands, goods and chattels, as well from and against the King and all and every person and persons whatsoever, concerning the premisses, or any part of them; and also for and concerning the escape or escapes of any prisoner or prisoners, that shall be in the custody of him the said, &c. within the said County, by him arrested, to him hereafter to be committed upon any warrant, precept, or commandment from the said High-Sheriff or Under-Sheriff; and for and concerning every other matter, cause, or thing whatsoever appertaining to his said Office, and the secrets of the said High-Sheriff shall keep undisclosed and unrevealed in all things that are lawful, and shall also within convenient time deliver, or cause to be delivered, all precepts, warrants, and extracts to other Bayliffs of the said County, according to the directions he shall receive from the said High-Sheriff or Under-Sheriff, or any other by his or their commandment, or appointment; Then this present Obligation shall be void and of none effect, or else shall stand, remain, and be in full force, power, effect, and vertue.

A Condition to save harmless for payment of several Legacies.

THE Condition of this Obligation is such, That whereas M. D. late of St. I. in the County of M. Widow deceased, by her last Will and Testament in writing, bearing date the, &c. of, &c. in the year of our Lord God, &c. did amongst other Legacies and bequests, give and bequeath unto J. S. the Son of the within bounden W. S. &c. of lawful money of *England*, and to T. S. daugh-

daughter of the said W.S. one pewter-platter, one Pewter-dish, three pewter-saucers, and five shilling of lawful money of *England*, and also to S.S. another of the said daughters of the said W.S. five shillings of like money, as by the same Will more at large appeareth; which said sums of five shillings a piece, pewter-platter, pewter dish, and three saucers, the within named J.S. Executor of the last Will and Testament of the said M.D. hath at the request of the said W.S. at and before the sealing and delivery hereof, paid, delivered and disbursed unto the said W.S. for the use and behoof of the said J.S. his son, T. and S. his daughters; If therefore the said W.S. his Executors and Administrators, and every of them, do from time to time, and at all times hereafter freely and clearly acquit, exonerate and discharge, or otherwise well and sufficiently save, defend and keep harmless the said J.S. his Executors and Administrators, and every of them, and all and every of his and their Lands, Tenements, goods and chattels, as well of, from, and against the said J.S. T. and S. their Executors, Administrators and Assigns: as also of, from, and against all other persons whatsoever, of, for, and concerning the payment, delivery and disbursment of the said sums of five shillings a piece, pewter-platter, pewter-dish, and three saucers, unto the said W.S. their father, as aforesaid; and of, and from all such actions, suites, costs, charges, damages, expences, and demands whatsoever, which he the said J.S. his Executors, Administrators or Assigns, shall hereafter happen to incur, sustain or be put unto, for or by reason of the payment, delivery and disbursment of the said sums of five shillings a piece, pewter-platter, pewter-dish, and three saucers, for the use of the said J.S. T. and S. unto the said W.S. their father, as aforesaid; That then this Obligation shall be void, or else it shall stand in full force and vertue.

A Counter Condition to save harmless from a Bond. Well pen'd.

THE Condition of this Obligation is such, That whereas the within named R.C. at the special Instance and Request, and for the only debt of the within bound J.S. by one Obligation of the date hereof, is, and standeth joyntly and severally bounden with the said J.S. unto J.T. of *London* Merchant in the sum or penalty of, &c. of lawful money of *England*, with conditions thereupon indorsed for the payment of, &c. of like lawful money of *E.* on the last day of *February* now next ensuing the

the day of the date within written, as by the same Obligation and Condition may appear: If therefore the said J. S. his Executors Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid to the said J. T. his Executors, Administrators or Assigns, or some of them, on the said last day of *February* above mentioned, at the now dwelling house of H. C. *London* Gent. situate in, &c. in *London*, the aforesaid sum of, &c. and do thereby clearly exonerate, acquit and discharge the said R. C. his Executors and Administrators, as well of, and from the same Obligation, as also of and from all actions, suits, costs, charges, judgments, executions and demands whatsoever concerning the same, That then this present Obligation to be void and of none effect, or else to remain and abide in full force and vertue.

A Letter of Attorney to take possession according to the contents of a Lease.

TO all People to whom this present writing shall come, H. T. Citizen and Girdler of *London*, sendeth greeting in our Lord God everlasting. Whereas I the said H. T. have signed and sealed one writing indented, bearing even date with these presents, purporting a Lease to be made by me unto one, &c. of all that Messuage with the appurtenances near the Hospital, in, &c. in the County of, &c. late in the tenure or occupation of R. F. deceased, and other Lands and Hereditaments in the said Indenture mentioned, To hold from the first day of this instant *February*, unto the full end and term of five years from thence next ensuing, as by the said writing indented more plainly appeareth, which writing is not yet delivered as my deed. Now know ye, That I the said H. T. have made, constituted, appointed, and in my place and stead put, and by these presents do make, constitute, appoint, and in my place and stead put, &c. my true and lawful Attorney, for me and in my name, place, and stead to enter into and upon the said Messuage, Lands and Hereditaments in and by the said writing indented, mentioned to be demised, or any part thereof; And after such entry made for me, and in my name, place and stead there upon the Premisses to deliver unto the said, &c. or to his lawful Attorney in that behalf, the said writing indented so by me signed and sealed as aforesaid, as the very act and deed of me the said H. T. And further to do whatsoever may be necessary in that behalf; and whatsoever my said Attorney shall do or cause to be done in the Premisses, I the said H. T. do and shall ratifie, confirm and maintain, as if I had done the same in my own person. In witness whereof I the said H. T. have

here-

unto set my hand and seal the, &c. day of *February*, in the year of our Lord, &c.

A short Lease of a Messuage and Lands to be void, on paying of one shilling, it being the precedent Deed.

THis Indenture made the, &c day of *February* in the year of our Lord God, &c. between H.T. Citizen and Girdler of *London* of the one part, and R.I. of S. in the County of W. Yeoman, &c. of the other part, witnesseth, That the said H. T. for divers good causes and considerations him moving, hath demised, granted, and to farm-letten, and by these presents doth demise, grant, and to farm-let unto the said, &c. all that Messuage, with the appurtenances near the, &c. in, &c. in the County of G. late in the tenure or occupation of R. F. deceased, and all the Barns, Out-houses, Orchard and Garden thereunto belonging; And all that Close of Meadow or Pasture ground thereunto adjoyning, containing by estimation five Acres, be it more or less; and one little ground, called or known by the name of Redcraf, adjoyning to certain Grounds there called Flankers Closes; And one other Close of arable Land, called the Wood forlong, adjoying to the Lane there leading towards, S. on the West: And all those arrable Lands to the said Messuage, belonging or reputed, or taken to belong thereunto, or which were therewith used, occupied or enjoyed by the said R. F. deceased, lying and being in the Fields of, &c. aforesaid, That is to say, five and forty acres by estimation, be the same more or less, lying in the North Field, and two and twenty acres by estimation, be the same more or less, lying in the South of, &c. aforesaid, To have and to hold the said Messuage or Tenement, Land and Premisses, with the appurtenances unto the said &c. his Executors, Administrators and Assigns, from the first of this instant *February*, unto the full end and term of five years from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore yearly during the said term, one Peppercorn, at the Feast of St. *Michael* the Arch-Angel, if it shall be demanded. Provided always, That if the said H T. his Executors, Administrators or Assigns, shall at any time hereafter pay or tender unto the said, &c. his Executors or Administrators, or to any other person or persons, to his or their or any of their use or uses, the sum of twelve pence in money, for the making void of this present Indenture, and the Demise and Lease herein contained, That then and from thenceforth this present Indenture and Demise and Lease herein contained, shall cease and be void, any thing herein contained to the contrary notwithstanding: In witness whereof the said parties to these presents, their hands

and

and seals interchangeably have set the day and year first above written.

An award made between four Executors.

To all Christian People, to whom this present writing quadripartite indented of Award shall come, S. W. Ceazer Knight Master of the Rolls, sendeth greeting in our Lord God everlasting. This Indenture quadripartite also made the second day of A. in the fifth year of, &c. between Sir W. S. &c. one of the Executors of the last Will and Testament of R. C. &c. of the first party, S. T. Offley, &c. one other of the, &c. of the last Will and Testament aforesaid, of the second part, Sir T. L. &c. one other of the Executors of the said last Will and Testament of the third part, and Sir H. C. &c. one other Executor of the same last Will and Testament of the said R. of the fourth part, Witnesseth; That whereas the said R. by his said Testament and last Will bearing date, &c. amongst divers and many gifts and legacies therein limited, bequeathed and appointed to sundry persons therein named, as by the same it may appear, hath given and bequeathed all the residue of all and singular his goods, chattels, leases and other things whatsoever (his debts, funerals and Legacies being paid and performed) unto the said W. S. T. O. and T. L. whom together with the said H. C. his brother he made and ordained his said Executors of his last Will and Testament aforesaid; and of the same he hath also made and ordained the said W. C. his Supervisor and Overseer, as by the same his last Will also at large it doth and may appear; and whereas for the avoiding of all doubts, variances, controversies, sutes and strises, that may and might ensue and grow between the foresaid parties, touching the said last Will and Testament, and the true execution of the same: And for and concerning the said residue, surplusage and remainder of the goods, chattels and other things, (after the said debts, funerals and legacies discharged) every of the said parties, have compromitted and faithfully promised, and further do severally covenant and grant, to and with others by these presents, to stand to, obey, abide, perform and fulfill the award and judgement of the said W. C. Knight, arbitrator between them indifferently named and chosen of and upon the Premisses. Whereupon the same W. C. taking upon him the charge and business of the said award, and willing, and minding, as much as in him is, the true execution of the said Testament, and that a final peace, unity and concord shall be had and continued for ever between the said partles for and concerning the premisses, hath and doth by these presents, by and with the full assent and consent of all and every the aforesaid

aforesaid parties, make, publish and declare this his present award, arbitrement and judgment between the same parties, touching the premisses in manner and form as followeth, that is to say: First, the said Sir W.C. by these presents doth award, judge, and deem, and every of the parties before named, covenanteth and granteth severally for himself, his Heirs, Executors and Administrators, to and with the other of them, his and their Executors and Administrators, and every of them by these presents, in manner and form following; that is to say, That the same executors, or any of them, shall not at any time or times hereafter, willingly or wittingly conceal, withdraw, or keep close, or cause to be concealed, withdrawn, or kept close from the said other Executors or any of them, or the survivors or survivor of them, and such goods, cattels, leases, debts, credits or other things whatsoever, as hath come, or shall happen to come to his, or their, or any of their hands, custody, possession or knowledg, that were, or did, or ought to appertain or belong to the said R.C. the Testator, or his Executors, to the intent the same or any part thereof should not be recovered, used, ordered, enjoyed or disposed by the same Executors, to their and every of their own proper use, most Benefit, Commodity and Advantage, by equal portions in manner and form aforesaid.

That any of the Executors shall not conceal any of the Testators goods from the other Executors.

And It is further ordered and judged by the said Sir W.C. and also fully condescended and agreed between the said parties; and every of them severally doth covenant and grant for him, his Heirs, Executors and Administrators to and with the others by these presents; That all the same executors and every of them shall from henceforth both in name and Deed, take upon him the full and due execution of the foresaid last Will and Testament, so far as only to the Duty, Trust and Office of Executors appertaineth or ought to appertain, And furthermore, It is ordered, judged and awarded by the said Arbitrator, and also covenanted, granted and fully agreed between the said parties, and the said parties, and every of them, do severally covenant and grant to and with other of them by these presents, That if at any time or times hereafter it shall be found and approved, that the aforesaid Testator is and ought to be charged

To execute the Testators will and trust reposed in them.

That the Executors shall bear all Costs and Charges of Suites in executing the Testators Will equally:

charged either by law or conscience with any other debt or debts, sum or sums of money, or other duties or things whatsoever, then at this present is well known and doth appear unto the said Executors, or if they or any of them, or the Executors of the Survivor of them, shall at any time or times hereafter happen to be charged with any manner of sute or sutes, or other charge or charges whatsoever, for or by reason of the said last Will and Testament, or the due execution thereof either in Law or otherwise, That then all and every the said Executors, and the survivor and survivors of them, and the Executors or Administrators of such of them which then shall be dead, and that their equal and indifferent costs, bear, support, pay and allow the same charges, and every of them, any thing herein contained to the contrary in any wise notwithstanding.

Another form of an Award.

TO all Christian people. &c I. S. Serjeant at Law send greeting, &c. Whereas divers variances, sutes, controversies, debates and demands have been heretofore had, moved, stirred and depending between A. B. &c. and C. D. &c. of, for and concerning, *reciting the matter in controversie.* For the appeasing and pacifying of all which sutes, debates, variances, controversies and demands, either of the said parties by their mutual assent and consent have submitted themselves, and stand bounden each to other by their several obligations bearing date, &c. in the sum of &c. a piece with several conditions endorsed upon either of the same several obligations, to stand to, obey, observe, perform, fulfill and keep the award, arbitrement, ordinance and judgment of me the said I. S. arbitrator indifferently elected, named and chosen between the said parties, as well, of, for, and upon all and all manner of actions, as well real as personal, sutes, quarrels, debts, debates, trespasses and demands whatsoever, had, moved, stirred or depending in controversie, between the said parties in any wise before the date of the said Obligations; so that the same award, arbitrement ordinance and judgement of the said arbitrator, of and upon the premisses were made, declared and yielded up in writing on this side the tenth day of, &c. as by the same several obligations, and endorsements thereupon made, more at large appeareth; whereupon I the said I. S Arbitrator aforesaid, taking upon me the charge of the said award, and willing to set the said parties at a final end, peace, unity and concord, of, for, and concerning the premisses: have called both the said parties before me, and by good advice and deliberation have seen, heard, examined and perfectly understood, and perceived their both rights, title, estates

said A. B. his interest, demands, evidences and proofs in and to the premisses, and weighing and pondering the effects and grounds of all the said matters and controversies, do now make, publish, give up and declare this my present award indented between the said parties; by and with their both mutual consents and agreement of, for, and concerning the premisses in manner and form following, that is to say: First, I the said Arbitrator do by these presents, award, order judg and deem, and the said A.B. for his part doth covenant and grant for him, his Executors and Administrators to and with the said C. D. his Executors and Administrators by these presents, that, &c. as in other awards, *reciting the matters invariance.*

A Lease of a Ferry.

THis Indenture made &c. between, &c. witnesseth, that the said T. L. for and in consideration of, &c. hath demised, granted and to farm letten, and by these presents doth, &c unto the said I. H. his Executors and Assigns, the moiety of the passage, Ferry, Standage and Batelage of P. in the C. of, &c. together with all easements and commodities thereunto belonging, in as large and ample manner and form as T. H. or his Assigns hath heretofore had or enjoyed the same, or might, or ought to have had and enjoyed the same, to have and to hold the said moiety of the said passage and Ferry, and all other the premisses by these presents mentioned to be demised, and every parcel thereof with the appurtenances unto him the said I. H. his Executors, Administrators and Assigns from the Feast of, &c. unto the end and term of, &c yielding and paying, &c. with a clause to make the Lease void for non-payment of the rent. And the said I. H. doth covenant, &c. that he the said I. H. his Executors, Administrators and Assigns, at his and their own proper costs and charges, shall from time to time during the said term, maintain and keep such boat or boats, and all other things meet and convenient for the moiety, of the aforesaid passage and other the premisses, as hath been heretofore commonly accustomed, and thereof shall from time to time during the said term, acquit, discharge or sufficiently save harmless the said I. L. his Heirs, Executors, Administrators and Assigns.

And that he the said I. H. his Executors or Assigns, shall from time to time during the said term, carry over or cause to be carried over the ferry place aforesaid from P. to F. the said I. L. and his wife and their heirs, servants, children, horses, and stuff, when and so often as the said I. L. his wife and their heirs, children or any other of his family shall require to be over themselves, their servants, horses, or stuffe to be carried over the said ferry from P. to F. aforesaid, without demanding, taking or asking any thing therefore of the said I. L. his heirs, children or family.

And

And the said I.L. doth covenant, &c. that he the said I.L. his heirs, executors, Administrators or Assigns, shall at all times hereafter, and from time to time during the said term, acquit and discharge or sufficiently save and keep harmless, as well the said moity of the said passage or ferry, and all and singular the afore-letten premisses and every part thereof, as also the said I. H. his Executors, Administrators and Assigns, of, for, and from all and all manner of quit-rents whatsoever, which in respect of the said demised premisses during the said term, shall grow due and payable to the Kings Majesty, his Heirs, Successors or Assigns, or to any other person or persons whatsoever, excepting the said yearly rent of 3 l. before by these presents assigned; and that he the said I.L. and his heirs, the said moity of the said passage and ferry, and all other the afore letten premisses with the appurtenances unto the said I.H his Executors, Administrators and Assigns, for the rent above recited to be paid in manner and form above said shall warrant and defend, during all the said term of twenty one years. In witness.

Discharged of quit-rent

A Release of Land in Exchange.

THIS Indenture made, &c. between T.C. of &c. and W.L. of, &c. and A. now Wife of the said W.L. and late Wife of R. B. late of, &c. of the other party, that whereas on or about the seventeenth day of, &c. now last past, there was certain agreements had and made between the parties to this present Indenture for and concerning the exchange of divers parts and parcels of their Lands, Lays, Meadows, Pastures and Hereditaments, with their Appurtenances lying and being in S. and W. and in either or one of them in the said County of Y. as hereafter is expressed That is to say, first, that whereas the said W.L. had and was seized in the right of the said A. his Wife for and during the term of the natural life of the same A. of divers arable lands, layes, meadows, Pastures, haddes, flats, an hereditaments lying and being dispersed in the town and fields of S. and W. aforesaid, or in one of them, commonly accompted to be and contain two hundred acres, be they more or less, now or late in the tenure or occupation of the said W.L. or of his assigns; it was agreed between the said parties by the agreements aforesaid, that the said T.C. his Executors, Administrators and Assigns shall have and enjoy, for and during the term of sixty years, if the said W. L. and A. now Wife of the said W.L. should so long live together, all those and every the said Lands, Meadows, Pastures, Layes and Hereditaments before mentioned of them the said W.L. and A. his wife lying in S. fields and W. aforesaid, or in either or any of them,

in

in the said County of Y. (except as hereafter is excepted) and that in consideration thereof the said W.L. and A. his Wife, and their Heirs, Assigns, should have and enjoy, for and during the term of sixty years, if the said W.L. and A. his Wife, should so long live together, all the arable Lands, Layes, Meadows, Pastures and Hereditaments, with the appurtenances, containing by estimation two hundred acres, be they more or less, lying and being in the North-field of S. aforesaid, in the said County of Y. as the same was then measured, dowled and staked out by M.F. Gent. and I.B. then appointed by the said T.C. only Surveyors of the same Mannor. And also all those nine acres of Meadow, &c. by estimation lying and being in S. aforesaid, &c. It is now therefore fully concluded and agreed, by and between all the said parties to this present Indenture, that the same premisses shall be demised, and letten in exchange in manner and form hereafter following, that is to say:

Exchange.

The said W.L. and A. now his Wife have demised, granted and to farm let in exchange, and by these presents do demise grant and to farm let in exchange unto the said T.C. all those their and either of their arable lands, layes, meadows, pastures, hadds, flats and hereditaments, with the appurtenances, &c. lying and being within the three several fields of S. aforesaid called, &c. or in any of them in the said County of Y. containing by estimation two hundred acres, be there more or less, now or late in the tenure or occupation of the said W.L. or of his assigns which late were the inheritance of R.B. now deceased, and the inheritance whereof after his death descended and came unto I.B. as Son and Heir of the said R.B. except and out of this present demise and grant always reserved unto the said W.L. and A. his wife, &c. as heretofore he or they have usually had and enjoyed, for and in respect of all the premisses, or as appurtenant to the same: To have and to hold the said arable lands, layes, meadows, pastures, hadds, flats and hereditaments, and all other the premisses before mentioned, to be demised and granted by the said W.L. and A. now his Wife, as aforesaid, with their and every of their appurtenances (except before excepted) unto the said T.C. his executors, administrators and assigns from the Feast of M. next coming after the date hereof, for, during and until the full end and term of sixty years, thence next, &c. if the said W.L. and A. now Wife of the said W.L. do or shall so long live together yielding and paying therefore yearly during the said term by these presents granted unto the said W.L. and A. his Wife, and their assigns 1 d. of good, &c. at the Feast of M. only if it be lawfully demanded. In consideration whereof the said T.C. hath de-

demised, granted and to farm-letten in exchange, and by these presents doth demise, grant and to farm-let in exchange unto the said W. L. and A. his Wife, all and every the said arable lands, layes, meadows, pastures and hereditaments, with their appurtenances of him the said T.C. containing by estimation two hundred acres, be they more or less, lying and being in N. field of S. aforesaid as the same is now measured, dowled and staked out by the said F.M. and I.B. and also all those nine acres, &c. in a place there allotted and set out amongst other, for the cottages there, as aforesaid, to have and to hold all the said arrable lands, layes, meadows, pastures and hereditaments, and all and singular other the premisses, before mentioned, to be demised and granted in exchange by the said T.C. aforesaid, with their and every of their appurtenances unto the said W. L. and A. his Wife and their Assigns, &c. for, during and until the full end and term of sixty years, from thence, &c. if the said W.L. and the said A. now wife of the said W. L. do or shall so long live together, yielding and paying, &c. *ut antea.*

And the said W. L. doth by these presents covenant, &c. in manner and form following, that is to say,

Discharged of former estates and incumbrances.

That they the said W L. and A. now his Wife, their Executors, Administrators and Assigns, or some of them shall or will from time to time and at all times from henceforth, for, and during the said term of sixty years, if the said W. and A. now wife of the said W.L. do or shall so long live together, clearly acquit, exonerate and discharge, or otherwise save and keep harmless and indemnified, as well the said T.C. his heirs, executors, administrators and assigns, and every of them, as also the said premisses before mentioned, to be demised and leased in exchange by the said W.L. and A. his Wife, to the said T.C. and every part and parcel thereof, of, and from all and all manner of former and other estates, charges, incumbrances, chief rents, troubles and demands whatsoever, had, made committed or done by him the said W.L. and A. his Wife, or either of them, or by any other person or persons, lawfully claiming by, from, or under them or either of them, whereby or wherewith the same premisses or any part thereof, shall or may be charged or incumbred, or whereby the said T.C. his Executors, Administrators or Assigns shall or may be charged, incumbred or damnified, of, or by reason of the same premisses or any part thereof, except before excepted.

For quiet enjoying.

And likewise that he the said T.C. his heirs, executors, administrators and assigns shall and may at all times hereafter, and from time to time during the said

said term of sixty years, if the said W. and A. now wife of the said W.L. do or shall so long live together, peaceably and quietly have hold, occupy and enjoy all and every the premisses to him the said T.C demised and granted in exchange as aforesaid, and every part and parcel thereof with the appurtenances, except before excepted, without any manner of lawful let, trouble, interruption or disturbance of them the said W.L. and A. his wife, or either of them, or of any other person or persons lawfully claiming, by, from, or under them or any of them.

And the said T.C. doth covenant for himself *et* W. L. *unto mutat. mutand.*

And whereas it was intended and meant, by, and between all the parties to these presents, That the said I.B. to whom the right of inheritance of the premisses mentioned to be demised to the said T.C. as aforesaid, doth belong and appertain, (being now in his minority) should have made and granted a lease in exchange unto the said T.C. of all the said lands and premisses to him the said T. demised as aforesaid, (by the said W.L. and A. his Wife) for the term of eighty nine years, and for the yearly rent of, &c. And that likewise in recompence, satisfaction and exchange thereof, the said T.C. should have granted in exchange unto the said I.B. a like lease of the like term for eighty nine years, and for the yearly rent of 1 *d.* of the said lands and premisses demised and granted to the said W.L. and A. his wife in exchange as aforesaid: and for that neither of the same leases can be now perfectly made and finished; Therefore it is now further covenanted, concluded and fully agreed upon, by, and between all the said parties to these presents in form following, *viz.*

That an Infant shall seal a Lease at his full age of 21 years.

And the said W.L. doth by these presents covenant, &c. that he the said W. L. shall do his best endeavour, that he may or can to procure and get the said I.B. by his deed indented to make, seal and deliver as his deed to the said T.C. his heirs or assigns within three months next after that he the said I.B. shall accomplish his full age of twenty one years, a sufficient demise lease and grant in exchange of all and every the said lands, lays, meadows, pastures, hereditaments and premisses, with their appurtenances to him the said T.C. as aforesaid demised for the term of eighty nine years, and for the yearly rent of 1 *d.* and with and under such like and the same covenants, clauses and agreements as before in these presents are limited, expressed and set down on the part and behalf of the said W.L. to be performed and done.

And in consideration thereof, the said T.C. doth covenant, &c. that if the said I.B. or his heirs do, and shall make, seal and deliver as his deed unto the said T.C. his heirs or assigns, the said demise, lease and grant in manner and form as is aforesaid, by the said I.B. to be signed, sealed and delivered to the use of the said T.C. his heirs or assigns in the presence of three credible persons, whose names shall be subscribed or endorsed upon the same. That then he the said T.C. or his heirs, at, and upon the receiving of the said lease and grant, shall and will (being thereupon required) make, seal and deliver in exchange unto the said I. B. or his Assigns a like lease of all and every the premisses to the said W. L. and A. his Wife granted as aforesaid for such like term and number of years, and with and under such rent and covenants, as shall be contained and specified in the said lease so to be made by the said I. B. to the said T. C. as aforesaid. In witness, &c.

A Bargain and Sale of Lands mortgaged, made from the Mortgagee and Mortgager, before the day for Redemption to another.

THIS Indenture made, &c. between H.B R.H. of, &c and M. C. of, &c. of the one party, and R.B. of, &c. of the other party witnesseth, that whereas *Francis Beamont* of the Parish of Saint *Martins* in the fields, in the County of, &c. by his deed indented bearing date, &c. for the considerations therein mentioned and expressed, hath betaken, granted and to farm-letten unto the said M.C. all that the Scite and capital Messuage or Mannor house of *Hardwich*, with the rights, members and appurtenances whatsoever, scituate, lying and being within the Lordship of *Chertsey*, in the County of *Berks*, &c. and all, &c. *the word verbatim in the Original with the Habendum and Reddendum recited*, as by the same Indenture amongst divers covenants, clauses and agreements therein contained more at large it doth and may appear: And whereas also the said M.C. by her Indenture of Assignment, bearing date, &c. for the consideration therein mentioned and expressed, hath granted, bargained, sold, alienated assigned and set over unto the said H.B. and R. H. as well the said recited or mentioned Indenture, to her the said M. C. granted as aforesaid, and the said Scite and capital Messuage of the said mannor of H. Lands, Meadows, Feeding, Pastures, Demeasn lands, stock, and all and singular other the premisses thereby mentioned to be demised and granted, and every part and parcel thereof, with the appurtenances; as also all the estate right, title, interest, term of years then to come, and unexpired reversion, possession

ſion, property, claim and demand whatſoever, which ſhe the ſaid M.C. hath, or had, or may, might, ſhould, or ought to have, or can, or may claim challenge or demand, of, in, or to the ſaid ſcite and capital Meſſuages, Meadows, Feedings, Paſtures, Demeaſn lands, ſtock, and all and ſingular other the premiſſes, with the appurtenances, and of, in, and to every part and parcel thereof by force and vertue of the ſame Indenture to her the ſaid M.C made and granted as aforeſaid, or any thing therein contained, or otherwiſe howſoever, *To have and to hold* the ſaid Scite and capital Meſſuage, &c. *ut in Indent. de Mortgage*, unto the ſaid H. B. and R.H. their Executors, Adminiſtrators and Aſſigns, to the only proper uſe and behoof of them the ſaid H.B. and R.H. their Executors, Adminiſtrators and Aſſigns, from the enſealing and delivery of the ſame Indenture of Aſſignment, for, during, and until the full end and accompliſhment of all the reſt and reſidue then to come, and unexpired of the ſaid term of twenty one years by the ſaid firſt recited Indenture to her the ſaid M.C granted as aforeſaid, together with the ſame Indenture; In which ſaid Indenture of Aſſignment, there is a certain Proviſo or Condition contained in theſe words, or to this effect following, that is to ſay:

Provided alwayes, that if the ſaid M.C. her Heirs, Executors, Adminiſtrators or Aſſigns, or any of them do well and truly content and pay or cauſe, &c. *verbatim, as in the aſſignment*, as by the ſame indenture of Aſſignment amongſt divers other covenants, grants, articles, clauſes and agreements therein contained, more at large alſo it doth and may appear. Now this Indenture further witneſſeth, that for, and in conſideration of the ſum of 650 l. of good, &c. to her the ſaid M. C. in hand, at, and before the enſealing and delivery of theſe preſents by the ſaid R.S. well and truly paid, whereof and wherewith ſhe the ſaid M. C. and the ſaid H.B. and R. H. acknowledg themſelves fully ſatisfied and paid, and thereof, &c. they the ſaid H.B. and R.H. have bargained, ſold, aſſigned and ſet over, and by theſe preſents do, &c. unto the ſaid R.S. the ſaid firſt recited Indenture, and all the ſaid Scite and capital Meſſuage of the ſaid Mannor of H. lands, meadows, feedings, paſtures, demeaſn lands, ſtock, and all and ſingular other the premiſſes, with the appurtenances thereby mentioned to be demiſed and granted to the ſaid M. C. and every part and parcel thereof, as alſo all the eſtate, right, title, intereſt, term of years yet to come and unexpired, reverſion, poſſeſſion, property, claim and demand whatſoever, which they the ſaid H.B. and R. H. or either of them, have, or hath, or may, might, ſhould, or ought to have, of, in, or to the ſaid Scite or capital Meſſuages, and other the premiſſes, with the appurtenances, and of, in, and to every

part and parcel thereof, by force and vertue of the said Indenture of Assignment before mentioned, or any thing therein contained, together with the same Indenture of Assignment; *to have and to hold*, the said first recited, and the said scite and capital messuage of the said Mannor of H. lands, meadows, feedings, pastures, demeasn lands, stock, and all and singular other the premisses by the said Indenture demised, and every part and parcel thereof with the appurtenances (except before excepted) and all the said estates right, title, interest, term of years yet to come and unexpired, reversion, possession, property, claim and demand whatsoever of them the said H.B. and R.H and of either of them, of, in, and to the same premisses, and of, in, and to every part and parcel thereof with the appurtenances unto the said R.S. his Executors, Administrators and Assigns in such like, and in as large and ample manner and form to all intents and purposes as they the said H.B. and R.H. or either of them have, or hath, or may, or ought to have and enjoy the same premisses by force and vertue of the same Indenture of Assignment to them the said H.B and R.H. made and granted as aforesaid, or any thing therein contained, together with the same Indenture of Assignment: and also the said M.C. for the consideration aforesaid hath granted, bargained, sold, aliened, assigned and set over, and by these presents doth fully, clearly and absolutely grant, &c. unto the said R.S. the said first recited Indenture to her the said M.C. made and granted as aforesaid, and the said scite and capital messuage of the said Mannor of H. lands, meadows, feedings, pastures, demeasn lands, stock, and all and singular other the premisses by the same Indenture mentioned to be demised and granted, and every part and parcel thereof with the appurtenances.

Confirmation. And further the said M.C. for the Consideration aforesaid doth by these presents for her, her heirs, executors and administrators, ratifie and confirm the said bargain, sale and assignment hereby made of the Premisses by the said H.B. and R.H. to the said R.S. as aforesaid, and the estate and interest of the said R.S. in, and to the same, and every parcel thereof; and also remise, release and quit-claim unto the said R.S. his Executors and assigns, the said Proviso or Condition before mentioned in the said Indenture of Assignment, contained concerning the Redemption of the premisses from the said H.B. and R.H. as aforesaid, and all and every Covenant, Clause, Article and Agreement touching the same. *Release.* And also all the estate, right, title, interest, term of years yet to come, and unexpired, reversion, possession, property, claim, condition, entry benefit and demand whatsoever which she the said M.C. hath, or had,

had, or may, might, should or of right ought to have, or can or may claim, of, in, or to the said Scite and capital messuage of the Mannor of H. lands, meadows, feedings, pastures, demeasn lands, stock, and all and singular other the premisses by the said Indenture, mentioned to be demised and granted, and in, and to every or any part or parcel thereof, with their appurtenances whatsoever, by force and vertue of the same Indenture, or of the said Indenture of assignment or the said proviso or condition therein contained, or either or any of them, or by any other waies or meanes whatsoever or otherwise howsoever; *To have and to hold*, the said Scite and capital messuage of the said mannor of H. lands, &c. and all and singular other the premisses, in, and by the said Indenture to her the said M.C. mentioned to be demised and granted, and every part and parcel thereof with the appurtenances (except before excepted) and all the said estate, right, title, interest, term of years yet to come and unexpired, reversion, possession, property, claim and demand whatsoever of her the said M.C. of, in, and to the same premisses, and every part and parcel thereof, with the appurtenances unto the said R. S. his executors administrators and assigns, to the only use and behoof of him the said R.S. his executors, administrators and assigns, from the ensealing and delivery of these presents, for during and until the full end or accomplishment of all the rest and residue yet to come and unexpired of the said term of twenty one years by the said recited Indenture, granted absolutely without any manner of condition, proviso or redemption, or other claim or demand whatsoever.

And the said H. *B.* for himself, his heirs, executors and administrators, doth covenant, promise and grant, to, and with the said R. S. &c. and to, and with every of them by these presents, in manner and form following: that is to say that he the said R.S. his executors, administrators and assigns and every of them, for, and under the rent, covenants, clauses and agreements in, and by the said first recited lease of the premisses reserved and mentioned on the part and behalf of the said M. C. her executors and assigns, to be paid, done and performed, shall or may at all times hereafter, and from time to time, for, and during all the rest and residue yet to come and unexpired of the said term of twenty one years by the said letters pattents granted, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Scite and capital Messuages, &c. and all and singular other the premisses herein before

For quiet enjoying discharged of incumbrances.

mentioned, to be granted, bargained, sold, assigned and set over, and every part and parcel thereof with the appurtenances, without the let, interruption or disturbance of him the said H.B. or of any other person or persons by his means or procurement: and that the same premisses and every part and parcel thereof with the appurtenances, now are, and be, and so at all times hereafter, and from time to time shall be, remain, and continue unto the said R. S. his executors and assigns free and clearly acquitted, exonerated and discharged, or otherwise upon lawful and reasonable request sufficiently saved and kept harmless, of, and from, all and all manner, of former bargains, &c. had, made, committed, or done by him the said H.B. or by any other person or persons by his assent meanes or procurement: the rent, covenants, clauses and agreements, in, and by the said before recited Indenture, reserved or mentioned, which on the part and behalf of the said M.C. her executors and assigns from henceforth, for, or in respect of the premisses, are, or ought to be paid, done, and performed, and the covenants, clauses and agreements in the said recited Indenture of assignment expressed and contained, which on the part and behalf of the said H.B. and R.H. their executors, administrators and assigns, or either or any of them, are, or ought to be observed, performed, fulfilled, and kept, only except and foreprised. *The like for R. H.*

For discharging the rent to the King of England.

And the said R.S. doth covenant, &c. to and with the said H. B. and R.H. their executors, administrators and assigns, and every of them, at all times hereafter, and from time to time clearly to acquit, exonerate and discharge or otherwise sufficiently to save and keep harmless the said H.B. and R.H. their executors, administrators and assigns, and every of them, as well against the King, his heirs and successors as against all and every other person and persons whatsoever, of, for, and concerning the said rent, covenants, clauses and agreements before mentioned and excepted, and of, and from all manner of sutes, charges, troubles, incumbrances and demands whatsoever, which, for, or by reason thereof at any time or times hereafter, can, or may come, grow, or be, to, or against the said H.B. and R.H. their Executors, administrators or assigns, or any of them.

A Covenant for quiet enjoying, discharged of incumbrances from M.C. as from H.B.

Another Covenant from R. S to M C. for discharging the rent to the King, as is last before to H.B. and R. B.

And

And lastly, the said M.C. doth covenant, &c. to and with the said R.S. &c. that she the said M. C. her executors and administrators shall and will at all time and times hereafter, for, and during the space of two years next ensuing the date hereof, at the reasonable request, and at the costs and charges in the law of the said R.S. his executors or assigns, do make and execute, or cause to be done, made, and executed, all and every such further, lawful and reasonable acts, things and devices in the law whatsoever, for the discharge of any covenant, clause or agreement in the said recited Indenture of assignment mentioned and contained, wherewith the said R.S. his executors or administrators as assignee or assigns of, or to the said H.B. and R.H. or either of them can or may be charged or chargeable, and for the extinguishing of the said proviso or condition in the said Indenture of assignment contained, and of all such estate and interest as she the said M. C. her Executors or Administrators now hath or shall, can or may by any means have, claim, or pretend to have in or to the Premisses, or any parcel thereof. *For further assurance, &c.*

And for the further, better and more perfect assurance, surety, sure making and conveying of the said Scite and capital Messuage, and other the premisses, and of every part and parcel thereof unto the said R.S. his Executors and Assigns, for, and during all the rest and residue of the said term of twenty one years, which at the time of the making of any such further assurance, or doing any such act shall be to come and unexpired, as by the said R.S. his Executors or Assigns, or his or their Council learned shall be reasonably devised, advised or required.

A bargain and sale upon Condition made to feoffees in trust.

THIS Indenture tripartite made, &c. between Sir H.H. &c of the first part, R.L and G.L. of the second Party, and E.T. and G. B. of the third Party: witnesseth, that the said Sir H H.R. L. and G L. for the considerations herein after mentioned, have granted, enfeoffed and confirmed, and by these presents do fully, clearly and absolutely grant, enfeoff, confirm and deliver unto the said E.T. and G.B all that the Mannor or Lordship of E. in the County of L. with all and singular the rights, members and appurtenances of the same. And also all and singular the messuages, cottages, lands, tenements, meadows, pastures, feedings, rents, reversions, services, heaths, moors, commons, closes, woods, underwoods, wasts, waises, straies, escheats, wards, courts, leets, perquisites,

quiſites, of courts, royalties, profits and hereditaments, with the appurtenances to the ſame Mannors or Lordſhip belonging or in any wiſe appertaining, or which now be, or at any time heretofore within the ſpace of thirty years now laſt paſt, have been uſed, reputed, accepted, known, occupied, let or ſet as part, parcel, right or member of the ſaid Mannor or Lordſhip: and alſo all and ſingular other the mannors, meſſuages, lands, tenements, rents, reverſions, ſervices and hereditaments, ſcituate, lying and being in E. and E. in the County of L. or in either of them, which at any time heretofore were the poſſeſſion or inheritance of Sir L. H. deceaſed father of the ſaid Sir H. And alſo all that the Advowſon and Patronage of the Pariſh Church of E. aforeſaid; and all and ſingular the rents and yearly profits whatſoever reſerved upon any demiſe or grant heretofore made or granted of the premiſſes or of any part or parcel thereof: and the reverſion and reverſions whatſoever, of all and ſingular the ſame premiſſes, and of every parcel thereof and alſo the ſaid H. H. R. L. and G. L. for the conſiderations herein after mentioned have granted, aſſigned and confirmed, and by theſe preſents do, &c. unto the ſaid E. T. and G. B. all the eſtate, right, title, intereſt, uſe and poſſeſſion whatſoever, which they the ſaid Sir H. R. and G. and every or any of them have or hath, or may, might, ſhould, or of right ought to have, or claim, of, in, or to the ſaid Mannor or Lordſhip, and all other the premiſſes herein before mentioned to be granted, enfeoffed, aſſigned or confirmed, and of, in, and to every part and parcel thereof, with the appurtenances: together with all and all manner of deeds, evidences, charters, writings, eſcripts and minuments, which they and every or any of them have or hath, touching or concerning only the premiſſes or only any part or parcel thereof: to have and to hold the ſaid Mannor or Lordſhip of E. mannors, meſſuages, lands, tenements, rents, reverſions, ſervices, hereditaments and all and ſingular other the premiſſes herein before mentioned, to be hereby granted or conveyed, and every parcel thereof with the appurtenances unto the ſaid E. T. and G. B. and their heirs, to the only uſes, intents, proviſoes, conditions and limitations hereafter ſpecified and declared, and to none other uſe, intent or purpoſe; that is to ſay, to the only uſe and behoof of the ſaid R. L. and G. L. and of their heirs and aſſigns for ever, with and upon the condition hereafter ſpecified and declared; that is to ſay,

Provided always, that if the ſaid Sir H. H. &c. do well and truly ſatisfie, content and pay, or cauſe to be contented ſatisfied or paid unto the ſaid R. L. and G. L. &c. the full ſum of 4800 l. of good, &c. at or within, &c. at or upon the ſecond day of M. 1641. without fraud or covin; That then from and after the ſaid

said payment so had and made, the use and uses, in, or by these present Indentures, had, made, or limited to the said R. L. and G. L. their and either of their heirs and assigns: and also all and every estate which hereupon or by reason hereof, or any thing herein mentioned, is or shall be limited, vested or executed, in or to the said R. L. and G. L. their heirs or assigns, or any of them shall cease, determine, and be utterly void and of none effect: any thing in these presents contained to the contrary thereof in any wise notwithstanding: and that then and immediately from and after the said payment had or made to the said R. L. and G. L. their or either of their heirs, executors, administrators or assigns or any of them, of the said sum of 4800 l. of, &c. in manner and form as is afore expressed, declared and appointed; the said Grant, Feoffment, Conveyance and assurance, and all and every other act or thing which after the date of these presents, and before the said second day of J. 1641 shall be had or made by or between any of the said parties, or by their or any of their means or privity, or whereunto they or any of them shall be partie or parties shall be and shall be deemed and taken to be: and the said E. T. and G. B. and their heirs, and all and every other person and persons, and their heirs, that then shall stand, and be seized of the said Mannor and other the Premisses, or any of them, shall stand and be seized thereof, and of every part and parcel thereof to the only proper use and behoof of the said Sir H. H. and of his heirs and assigns for ever, and to none other use, behoof, intent, or purpose whatsoever.

The Indenture and use therein limited to be void for non payment of the money mentioned in the proviso.

And it is further agreed by and between the said parties to these presents, and the said Sir H. H. doth covenant, &c. to and with, &c. that if the said Sir H. H. his heirs, executors, administrators nor assigns, nor any of them do pay or cause to be paid to the said R. L. and G. L. their nor either of their executors, administrators or assigns, nor to any of them, the said sum of 4800 l. and every part thereof in manner and form aboveſaid, but shall make default in payment of the same, or of any part thereof: that then and from thenceforth this present grant, feoffment and conveyance of the premisses, and the said use before herein and hereby limited to the said R. L. and G. L. and their heirs, shall stand, remain and be, and that then also and at all times from thenceforth all the said Mannors, lands, tenements, hereditaments and all other the premisses with all and singular their appurtenances shall be and remain for ever to them the said R. L. and G. L. their heirs and assigns, absolutely without any condition or other limitation.

And

And the said R. L. and G. L. for themselves, their and either of their heirs, executors and administrators, and for every of them do covenant promise and grant by these presents to and with, &c. in manner and form following, that is to say, that neither they the said R. L. and G. L. nor any of them, nor their nor any of their heirs or any of them, nor any other person or persons by their or any of their procurement, means or assent, shall or will do, commit, or wittingly or wilfully suffer any act or thing, whereby or by means whereof there shall or may ensue or happen any let or hinderance to the rising or vesting of the said use herein limited to the said Sir H. H. and his heirs, by the payment of the said 4800 *l.* according to the intent, purport and true meaning of the said condition or proviso; and that in case the said Sir H. H. his heirs, executors, administrators or assigns, or any of them do well and truly satisfie, content and pay, or cause to be satisfied, contended and paid unto the said R. L. and G. L. or either of them, or the Heirs, Executors, Administrators or Assigns of them or either of them, the said sum of 4800 l. of, &c. at or upon the second day of J. &c. according to the true intent and meaning of the said proviso or condition, that then the said Sir H. H. his Heirs and Assigns and every of them shall or may from thenceforth for ever have, hold and enjoy all the said Mannor or Lordship, Lands and Tenements with all & singular their appurtenances to his & their own proper use and behoof without any let, trouble, incumbrance or interruption, of or by the said R. L. and G. L. or either of them, their or either of their heirs or assigns or any of them, or of any other person or persons, by, or with their or any of their means, act, assent or procurement.

No. 10. to do any act to hinder the rising of the use limited in the Covenants for quiet enjoying and making further assurance upon payment of the money mentioned in the proviso.

And that then also they the said R. L. and G. L. their, and either of their Heirs and Assigns, and all others which then, or at any time then after shall have, or rightfully claim to have any lawful estate, right, title or interest, of, in, or to the said Mannor or Lordship, Lands, Tenements and Hereditaments, or any part or parcel thereof, by, from, or under the said R. L. and G. L. or either of them, shall and will at all and every time and times, from and after such payment had and made to the said R. and G. or either of them, or the Executors, Administrators or Assigns of them, or of either of them of the said sum of 4800 l. of, &c. in manner and form as aforesaid, for, and during the space of three years then next ensuing, at, and upon reasonable request

For further assurance.

request to them or either of them to be made, and at the only costs and charges in the Law of the said Sir H.H. his Heirs or Assigns, or some of them, make, do, acknowledg, suffer and execute, or cause to be made, acknowledged, suffered, &c. unto the said Sir H.H his Heirs and Assigns for ever, all and every such further lawful and reasonable act and acts, thing and things, assurance and assurances, conveyance and conveyances, in the Law whatsoever. with warranty only against themselves and their heirs, or else without warranty for the better, more perfect, sure and absolute making and assuring of all and singular the said Mannor or Lordship, Lands, Tenements, Hereditaments, and other the premisses, with the appurtenances, unto the said Sir H. H. his heirs and assigns: be it by fine, feoffment, recovery or recoveries, deed or deeds, enrolled or not enrolled, the enrolement of these presents, release, confirmation, or by all, or any of them, or otherwise by any other lawful and reasonable act or devise, as shall be reasonably devised or advised by the Council learned of the said Sir H.H. his heirs or assigns. And also he the said Sir H.H. his executors, administrators and assigns and every of them, not doing, nor committing any voluntary waste above the value of 10 l. of, &c. shall or may at all times from henceforth until the third day of J. &c. without the let, trouble, interruption or disturbance of, or by them the said R.L. and G.L. or either of them, their or either of their Heirs or Assigns, or of either of them, or of any other rightfully claiming, from, by, or under them, or any of them, peaceably and quietly have, take, receive, perceive and enjoy the rents, issues and profits of all and singular the said Mannor or Lordship, Lands and Tenements, and other the premisses before herein mentioned to be hereby granted and conveyed, and every part and parcel thereof, without any Account to be made or yielded unto the said R. L. and G.L. or either of them, their or either of their heirs, executors or assigns, of, or for the same, this Indenture or any thing therein contained to the contrary thereof, in any wise notwithstanding: and that neither the said R.L. and G.L. their heirs or assigns, nor any of them, shall nor will take any of the rents, issues, revenues or profits of any the premisses, or of any part thereof, which shall grow, arise, or come in or out of the premisses, or any part or parcel thereof before the said third day of, &c.

That the Mortgager shall enjoy the issues and profits of the lands until the day of payment

And

And it is further covenanted, concluded and agreed by and between the said parties to these presents, and the true intent and meaning of the same parties to these presents is: and the said R.L. and G.L. do by these presents further covenant, &c. to and with, &c. that if neither the said Sir H.H. his heirs nor assigns, nor any of them do pay or cause to be paid unto the said R. L. and G.L. their heirs, executors, administrators or assigns, nor to any of them the said sum of 4800 l. of, &c. in manner and form as is before limited and appointed for the payment of the same, whereby the said estate of the said R.L. and G.L. shall become absolute; that then they the said R.L. and G.L. their heirs, executors, administrators or assigns, or some of them shall and will well and truly content and pay, or cause to be paid unto the said Sir H.H. his executors administrators or assigns, or some of them at or in, &c. the sum of 1000 l. of, &c. at or upon the third day of M. 1642 as the residue, and in full satisfaction of the clear and absolute purchase of the said Mannor or Lordship, lands, tenements, and other the premisses, without fraud, covin or further delay, unto them the said R. L. and G. L. their Heirs and Assigns to the only proper use and behoof of them the said R. and G. their Heirs and Assigns for ever.

That the mortgagee shall pay more for the clear purchase of the land so mortgaged, and being forfeited.

And the said Sir H.H. doth covenant, &c. to and with the said R.L. and G.L. &c. that if the said Sir H.H. his heirs, executors, administrators nor assigns nor any of them do well and truly pay nor cause to be paid unto the said R. L. and G.L. nor to the heirs, executors, administrators or assigns of them, nor any of them, the said sum of 4800 l. of, &c. before mentioned in manner and form as aforesaid, according to the intent and true meaning of the said proviso or condition before herein expressed: that then he the said Sir H.H. his Tenants, Farmours, and assigns and every of them (other than such as be hereafter excepted) shall and will deliver, yield up and relinquish unto the said R.L. and G.L. their heirs or assigns, or the survivor or survivors of them, the peaceable and quiet possession of the said Mannor or Lordship, and of all other the premisses with the appurtenances, without any let, trouble, contradiction or interruption. And that then also he the said Sir H.H his heirs and assigns, and Dame R. his Wife, and all and every other person or persons now having or rightfully claiming, or which at any time or times hereafter shall or may lawfully have, claim or pretend to

To relinquish possession after default of payment of the Sum contained in the Proviso.

Further assurance.

to have any manner of eſtate, right, title, uſe, intereſt, condition or poſſeſſion, of, in, or to the ſaid mannor or Lordſhip, and other the premiſſes, or any part thereof, other than ſuch perſon and perſons, whoſe eſtates, intereſts and terms are excepted in one former Indenture bearing date, &c. made between the ſaid Sir H. of the one party, and the ſaid R. L. and G. L. of the other party, for, and in reſpect only of their leaſes and terms, by, and in the ſaid laſt mentioned Indenture excepted, ſhall and will at all and every time and times, from and after ſuch default of payment, had, or made of the ſaid ſum of 4800 l. for and during the ſpace of ſeven years then next enſuing, at and upon reaſonable requeſt to him, her or them to be made, and at the only coſts and charges in the Law of the ſaid R. L. and G. L. or any of them, or the heirs or aſſigns of them, or of one of them, make, do, &c. *as in other like Covenants*, &c. And that the ſaid R. L and G L their and either of their heirs and aſſigns and every of them, and all and every perſon and perſons which at any time and times after the ſaid default of payment of the ſaid ſum of 4800 l. of, &c. had and made, as aforeſaid, ſhall have any eſtate, right, title or intereſt, of, in, or to the ſaid Mannor or Lordſhip, mannors, lands, tenements and other the premiſſes, or any part thereof, by, from, or under the ſaid R. L. and G. L. their heirs or aſſigns, or any of them, ſhall or may at all times from, and after the ſaid default of payment of the ſaid ſum of, &c. had or made, for ever peaceably and quietly have, hold, occupy and enjoy all the ſaid Mannor and Lordſhip, mannors, lands, tenements, and other the premiſſes, without any let, trouble, vexation or interruption of, or by the ſaid Sir H. H. his heirs or aſſigns, or any of them, or of, or by any other perſon or perſons whatſoever (except as in and by the ſaid Indenture of bargain and ſale, bearing date the ſaid, &c made between the ſaid Sir H H. of the one party, and the ſaid R. L. and G. L. of the other party, for and in reſpect only of the Eſtates and Intereſts, in and by the ſame Indenture excepted.

For quiet enjoying.

And laſtly, the ſaid R. L and G. L. do by theſe preſents further covenant, &c. to and with the ſaid Sir H. H. &c that in caſe the ſaid Sir H. his heirs executors, adminiſtrators or aſſigns, or any of them, do well and truly pay, or cauſe to be paid unto the ſaid R. L. and G. L. or one of them, or to the Heirs, Executors, Adminiſtraters or Aſſigns of them, or of one of them, the ſaid Sum of 4800 l. of,

To deliver up a Statute upon payment of the money mentioned in the Proviſo.

&c.

&c. on the second day of J. &c. at or, &c. according to the purport, intent and true meaning of the said proviso or condition, without fraud or coven, that then they the said R. L. and G. L. or one of them, their or either of their heirs, executors, administrators or assigns, or some or one of them, shall and will within convenient time after the said payment so had and made, deliver or cause to be delivered to the said Sir H. H. his executors, administrators or assigns, at, or, &c. one writing obligatory or recognizance in the nature of a statute staple bearing date, &c. taken, sealed and acknowledged before, &c. wherein the said Sir H. H. is and standeth bound unto the said R. L. in the sum of, &c. to be cancelled and made void.

A Letter of Attorney to deliver possession.

And further, the said Sir H. H. R. L. and G. L. have made, ordained, constituted, and in their stead and place by these presents have put and authorized A. B. &c. their true and lawful Attornies, joyntly and severally for them, and in their names, to enter into the said Mannor or Lordship and other the premisses, and into every or any part thereof in the name of the whole, and possession and seisin thereof, or of any part or parcel thereof in the name of the whole, in their names, and to their use, to take: and after such possession and seisin thereof, and of every part and parcel thereof so had and taken, to deliver full and peaceable possession and seisin thereof to the said R. T. and G. B. or to their Attorney in that behalf appointed, to have and to hold to the said R. T. and G. B. according to the limitations uses, provisoes and conditions before herein expressed, and according to the tenor, purport, effect and true meaning of this present Indenture tripartite, holding firm and stable all and whatsoever their said Attorneys or either of them shall do or cause to be done in or about the premisses by these presents. In witness, &c.

Forfeit.

Memorandum, that the fourth day of M. in the, &c. peaceable and quiet possession and seisin of the mannors, messuages, lands, tenements and hereditaments in E. and F. within specified, was taken, had and delivered by the Attorneys within named, to the within named E. T. and G. B. according to the tenor and true meaning of this present Indenture to the uses, provisoes, conditions, and limitations mentioned in the same Indenture, in the presence of those whose names be subscribed.

Delivery of possession.

Memorandum, likewise, that the day and year aboveſaid A. B. C. D. E. F. &c. did agree to this present grant within written, and did severally Attorn tenants to the said E. T. and G. B. according

Attornment.

to

to this present grant, in the presence of those whose names are subscribed; and in witness thereof the said A. B. C. D. E. F. &c. have hereunto set *Fortes.* their hands.

An Indenture of bargain and sale absolute.

THIS Indenture made, &c. between Sir R. M. of, &c. of the one party, and R. H. and G. H. &c. of the other party. Witnesseth, that the said Sir R. M. for and in consideration of the sum of 500 l. &c. to him in hand, at, and before the ensealing and delivery of these presents, by the said R. L. and G. L. well and truly paid, whereof, and wherewith he acknowledgeth himself fully satisfied and paid, and thereof, and of every part and parcel thereof doth clearly acquit, exonerate and discharge the said R. L. and G. L. their and either of their heirs, executors and administrators and every of them for ever by these presents, hath given, granted, bargained, sold and confirmed, and by these presents doth fully, clearly and absolutely give, grant, bargain, sell and confirm unto the said R. L. and G. L. their heirs and assigns for ever, all that the Mannor and Lordship of C. in the County of, &c. with all and singular the rights, members, liberties, priviledges, royalties and appurtenances thereof whatsoever: and all that the rectory and parsonage of C. aforesaid, with all glebe lands, tithes of corn, grain and hay, oblations, obventions, fruits, profits and commodities whatsoever, of what nature, kind or quality soever they be, or by whatsoever name or names they are called or known to the said rectory and parsonage incident, belonging or appertaining, or reputed or known to be part, parcel or member thereof, or to or with the same now, or at any time heretofore usually occupied or enjoyed, coming, growing, renuing and increasing within C. and S. in the County of, &c. and the advowson, gift, free disposition, and right of patronage of the Vicaridge and Church of C. aforesaid, with the appurtenances in the said County of, &c. And also all and singular messuages, mills, houses, edifices, buildings, barns, stables, dove-houses, yards, orchards, gardens, lands, tenements, meadows, feedings, pastures, leasows, commons, waste-grounds, heath, furzes, moors, marshes, woods, underwoods, wayes, waters, fishings, fishing places, streams, rivers, banks, ponds, rents reversions, services, courts, leets, view of frank-pledg, perquisites, and profits of courts and leets, and all that to courts, leets and view of frankpledg doth belong or appertain, goods and chattels wayved, and estrayed, goods and chattels of felons and fugitives, felons of themselves, and of

Fortes sinistram.

persons outlawed, fees, wards, marriages, escheats, reliefs, heriots, fines, amerciaments, liberties, priviledges and all other profits, commodities, advantages, emoluments and hereditaments whatsoever to the said Mannor and Lordship, Rectory, and other the Premisses herein before mentioned, meant or intended to be hereby given, granted, bargained and sold, and to every or any of them by any means belonging or appertaining, or with the same, or any of them as part, parcel or member thereof, now or at any time heretofore demised, let, used, occupied, reputed or enjoyed with all and singular their appurtenances; and also all and singular messuages, lands, tenements, rents, reversions, services and hereditaments whatsoever of him the said R.M. in C. and S. aforesaid, and in H. and S. in the said County of, &c. and in every or any of them; and also all and singular rents and yearly profits whatsoever, reserved upon any demise, lease or grant, demises, leases or grants heretofore made or granted of the premisses, or of any part or parcel thereof; and the reversion and reversions, remainder and remainders of all and singular the premisses, and of every part and parcel thereof: and also the said R.M. for the consideration aforesaid, hath granted, bargained and sold, and by these presents doth fully and clearly grant, bargain and sell unto the said R.L. and G.L. their heirs and assigns for ever, all the estate, right, title, interest, use, possession, reversion, remainder, property, condition, claim and demand whatsoever, which he the said R.M. hath or had, or shall, should, may, might, or of right ought to have or claim of, in, or to the said Mannor and Lordship of C. rectory, advowson, messuages, lands, tenements, hereditaments and all and singular other the premisses, with the appurtenances before, in, and by these presents granted, bargained and sold, or of, in, or to any part or parcel thereof, to have and to hold all the said Mannor and Lordship, rectory, advowson, messuages, lands, tenements, meadows, feedings, pastures, commons, rents, reversions, services, hereditaments and all and singular other the premisses herein before mentioned, meant or intended to be hereby given, granted, bargained and sold, and every part and parcel thereof with all and singular the rights, members and appurtenances unto the said R.L. and G.L. their heirs and assigns, to the only proper use and behoof of them the said R.L. and G.L. and of their heirs and assigns for ever. And the said R.M. and his heirs the said Mannor, &c. *in al. warran.* &c. In *cujus rei*, &c.

Habendum.

Warranty.

An Indenture of Covenants to the former Indenture: Whereupon a recovery is passed.

THIS Indenture made the, &c. between Sir R.M. of, &c. of the one party, and R.L. &c and G.L. of the other party; whereas the said R.M. by an Indenture of bargain and sale bearing the date hereof, and sealed and delivered with these presents for the causes in the same Indenture mentioned and expressed, doth give, grant, bargain, sell and confirm unto the said R.L. and G. L. their heirs and assigns for ever, all that the Mannor and Lordship of C. &c. and divers other lands and tenements, as by the same Indenture of bargain and sale amongst other covenants, grants and agreements therein mentioned more at large it doth and may appear, Now this Indenture witnesseth, that the said R.M. for the consideration in the said Indenture of bargain and sale mentioned, hath bargained and sold, and by these presents doth bargain and sell unto the said R.L. and G.L. their heirs and assigns for ever, All and all manner of deeds, evidences, charters, writings, escripts, Court-rolls, books of survey, books of accompt, rentals, counterparts of leases, terrors, boundaries and minuments whatsoever, any way touching or concerning the said Mannor and Lordship, rectory, advowson, messuages, lands, tenements and other the premisses, with the appurtenances, or any part or parcel thereof: All which said deeds, evidences, charters, writings, escripts, Court-rolls, books of survey, books of accompt, rentals, counterparts of leases, terrors, boundaries and minuments before mentioned, or so many of them as now be in the hands, custody or possession of the said R. M. or of any other person or persons to his use, or by his delivery or which he knowing where they are may lawfully get or come by without suit in the law, together with true copies of all deeds, evidences, writings and minuments as do touch or concern the premisses, or any part or parcel thereof, joyntly with any other lands or tenements, the same copies to be written and copied out at the costs and charges of the said R.L. and G.L. their heirs and assigns: and the said R.M. for himself, his heirs, executors and administrators doth covenant, &c to and with the said R.L. and G.L. their and either of their heirs and assigns, and every of them by these presents to deliver, or cause to be delivered unto the said R.L. and G.L. their heirs and assigns, or to some of them, on this side and before the feast of, &c. whole use uncancelled and undefaced.

For delivery of evidences.

Further.

For being seized.

And the said R.M. doth covenant, &c. in manner and form following, *viz.* That he the said R.M. at the time of the ensealing and delivery of these presents, is and standeth, and so until a good and lawful estate shall be vested and executed in the said R.L. and G.L. and their heirs, according to the intents and true meaning of these presents shall be and stand, and be the very true sole, lawful and perfect owner, and rightfully and absolutely seized of the said Mannor and Lordship, and of all and singular other the premisses, with the appurtenances in the said Indenture mentioned, meant or intended to be thereby given, granted, bargained and sold in his demesn, as of fee-simple or fee-tail general to his own proper use and behoof; without any manner of condition or limitation of any use or uses to alter, change or determine the same: and that there is not, nor before the execution or vesting of the said estate there shall be any reversion or remainder thereof, or of any part or parcel thereof, &c. or in any other person or persons: And also that he the said R.M. now hath, and until the executing and vesting of the said estate, shall have full power, lawful and rightful authority to convey and assure the said Mannor and Lordship, rectory, advowson, messuages, lands, tenements, hereditaments, and all and singular other the above mentioned, bargained premisses, with the appurtenances unto the said R.L. and G.L. their heirs and assigns for ever in form aforesaid.

No reversion in the King.

And the said R.M doth covenant, &c. that the said Mannor and Lordship, rectory, advowson, messuages, lands, tenements, and all and singular other the premisses before, by the said Indenture given, granted, bargained and sold, or meant, mentioned or intended to be thereby given, granted, bargained and sold, and every part and parcel thereof with the appurtenances, at the ensealing and delivery of these presents, are, and be, and so at all times hereafter for ever shall be, remain and continue unto the said R.L. and G.L. their heirs and assigns, free and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved and kept harmless of, and from all and all manner of bargains, sales, gifts, grants, leases, joyntures, dowers, annuities, statute-merchant, and of the staple recognizances, uses, wills, intails, fines for alienation without license, post-fines, rents, charge-rents, seck, arrerages of rents, amerciaments, intrusions, primer-seizens, condemnations, judgements, extents, executions, claims, duties, debts of record, debts to the, &c. and of, and from all other charges, estates, titles, troubles, incumbrances and demands whatsoever, had, made, committed, suffered or done

Discharge of incumbrances.

or

or hereafter to be had, made, committed, suffered, or done by Sir I. M. deceased, great grand-father of the said R. M. his heirs and assigns, or by W. M. arbitrator deceased, grand-father of the said R. M. his heirs or assigns, or by the said R. M. his heirs or assigns or any of them, or by any other person or persons whatsoever, having, or rightfully claiming or pretending to have, or which at any time or times hereafter shall have or rightfully claim, or pretend to have any lawful estate right, title, interest or demand, of, in, and to the said Mannor and Lordship and other the premisses, or of, in, or to any part or parcel thereof, in, by, from, or under them or any of them, or by their or any of their assent, means, consent, title, interest, act, sufferance or procurement; the chief rent and services from henceforth to grow due to the chief Lord or Lords of the fee or fees of the premisses, for, and in respect only of his or their seigniory and seigniories, only except and foreprised and also except, &c. and also except one lease, &c. whereupon the yearly rent of 10 l. is reserved, which shall or may be yearly from and after the fifteenth day of, &c. be due and payable unto the said R. L. and G. L. their heirs and assigns during the continuance of the same excepted lease: Provided always that if the said R. M. his heirs, executors, administrators or assigns, or any of them do well and truly pay or cause to be contented and paid unto the said R. L. and G. L. their or either of their executors, administrators or assigns, the full sum of 800 l. of, &c. on the, &c. at or, &c. that then as well this present Indenture, as the said recited Indenture of bargain and sale and every of them, and every covenant, grant, articles, clause and agreement in them and every of them contained, on the part and behalf of the said R. M. his heirs, executors or administrators to be performed and kept, shall immediately from thenceforth cease, determine and be utterly void, frustrate and of none effect: and that then also, and from thenceforth it shall and may be lawful, to, and for the said R. M. his heirs and assigns into the said Mannor and Lordship, rectory, messuages, lands, tenements, hereditaments and other the premisses with the appurtenances, and into every or any part or parcel thereof to re-enter, and the same to have again, enjoy and re-possess, as in his and their first and former estate, any thing in these presents contained to the contrary thereof in any wise notwithstanding.

For quiet enjoying after default of payment.

And furthermore the said R. M. doth covenant, &c. that if default shall be made of the payment of the said sum of 800 l. upon the said fifteenth day of, &c. at the place of payment, aforesaid: that then and from and after such default of payment to thereof, or any part or parcel there-

thereof had or made, they the said R. L. and G. L. their heirs and assigns, and every of them, shall or may from time to time, and at all times for ever, according to the tenor, purport and true meaning of these presents, peaceably and quietly have, hold, occupy, possess and enjoy the said Mannor and Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments and all and singular other the premisses with the appurtenances, and every part and parcel thereof, without any manner of let, trouble, interruption, eviction, expulsion or disturbance of him the said R. M. his heirs or assigns, or of any other person or persons whatsoever lawfully claiming by, from, or under him the said R. M. or by, from, or under the said I. M. Great-Grandfather of the said R. M. or by, from, or under the said I. M. or by, from, or under the said R. M. Father of the said R. M. except before excepted.

That the Mortgagor may receive the profits of his lands until the day of redemption.

And the said R. L. and G. L. do covenant, &c. that he the said R. M. his Heirs, Executors, Administrators and Assigns, and every of them shall or may without the let, trouble, molestation or interruption of the said R. L. and G. L. their Heirs or Assigns, or of any other rightfully claiming, from, by, or under them, either or any of them, peaceably and quietly have, hold, perceive, receive, take and enjoy the rent, issues and profits of all and singular the said Mannor and Lordship, Rectory, Messuages, Lands, Tenements, Hereditaments and all and singular other the premisses before mentioned to be given, granted, bargained and sold by the said recited Indenture, and of every part and parcel thereof with the appurtenances, until the sixteenth day of, &c. without any accompt to be made or yielded unto the said R. L. and G. L. their Heirs, Executors or assigns, of, or for the same, the said recited Indenture or any thing therein contained to the contrary notwithstanding: and that neither the said R. L. and G. L. their Heirs or Assigns, nor any of them shall or will take any of the rents, issues, revenues or profits or any of the Premisses, or of any part thereof, or which shall grow, arise, or come in or out of the Premisses, or any part or parcel thereof, before the said fifteenth day of, &c.

For further assurance after default of payment.

And furthermore, the said R. M. doth covenant, &c. that if he the said R. M. his Heirs, Executors, Administrators or Assigns, or some or one of them do not well and truly pay or cause to be contented or paid unto the said R. L. and G. L. their or either of them Executors, Administrators

ſtrators or Aſſigns, the ſaid ſum of 822 l. before mentioned, according to the true intent and meaning of the proviſo or condition before herein expreſſed: that then he the ſaid R. M. and Dame W. his wife and their heirs, and all and every other perſon and perſons now having or claiming, or which at any time or times hereafter ſhall or may lawfully have, claim or pretend to have any eſtate, right, title, uſe, intereſt, condition or poſſeſſion, of, in, and to the ſaid Manor and Lordſhip, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and other the Premiſſes, or any part or parcel thereof, other than the perſons before excepted; for, and in reſpect only of the ſaid Annuities, Leaſes and Terms before excepted, ſhall and will from time to time and at all times, from, and after default of payment made, as aforeſaid, for, and during the ſpace of ſeven years next enſuing, at and upon reaſonable requeſt, and at the only coſts and charges in the Law of the ſaid R. L. and G. L. their Heirs and Aſſigns, or ſome of them, do make, knowledg, execute and ſuffer, or cauſe to be done, made, knowledged, executed and ſuffered unto the ſaid R. L. and G. L. their heirs and aſſigns, A further and all and every ſuch other act and acts, thing and things, aſſurance and aſſurances, conveyance and conveyances in the Law whatſoever, for the better, more perfect, ſure and abſolute conveying and aſſuring of all and ſingular the ſaid Manor and Lordſhip, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and all other the Premiſſes with the Appurtenances by the ſaid recited Indenture mentioned, or intended to be granted, bargained and ſold unto the ſaid R. L. and G. L. their heirs and aſſigns for ever, abſolutely without any manner of Condition, Mortgage or Redemption, be it by fine or fines, feoffment, recovery or recoveries with ſingle or double voucher or vouchers, deed or deeds, enrolled or not enrolled, the enrolment of theſe preſents, releaſe, confirmation or by all or any of them, or otherwiſe by any other lawful and reaſonable act and device, with warranty of him the ſaid R. M. and his Heirs againſt all men, or otherwiſe without warranty, if it be ſo required, as ſhall be reaſonably deviſed or adviſed by the learned Council of the ſaid R. L. and G. L. their Heirs or Aſſigns, or ſome or one of them.

And it is covenanted, granted, concluded and agreed, by and between all the ſaid parties to theſe preſents, That T. and W. P. by Writ of Entry, *ſur diſſeiſin en le poſt*, to be by them ſued forth, and at their only Coſts and charges

For paſſing of a Recovery.

charges of the said R. L. and G. L. out of the High Court of Chancery, and to be returned into the Court of Common Pleas at *Westminster*, before the Justices there, against them the said R. L. and G. L. then in possession of the said premisses, shall recover the said Manor and Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments, and other the premisses mentioned, meant or intended, in, or by the said recited Indenture, to be bargained and sold with their rights, members and appurtenances, in due form of Law, against the said R. L. and G. L. then being Tenants of the said premisses, with the appurtenances, by some name and names in the said writ and recovery to be contained, and upon the said writ and proceeding thereupon the said R. L. and G. L. after appearance, shall vouch over to warrant the said R. M. and that the said R. M. shall thereunto appear, and vouch over to warrant the Common vouchee, and that each of them, the said R. L. and G. L. and the said R. M. shall do, and suffer all and whatsoever to them and either of them in that behalf shall belong and appertain, for the suffering of a good and perfect recovery of all the said Manors, Lordships, Lands, Tenements, and other the premisses mentioned in the said Indenture, to be thereby given, granted, bargained and sold unto the said R. L. and G. L. according to the course of common recoveries and assurances of Lands, in such cases used, and that the said recovery shall in due form of law be executed by the writ of *habere facias seisin* accordingly.

To bind the use of the recovery.

And it is by these presents likewise fully concluded, agreed and declared, by, and between all the parties unto these presents; that the said recovery and all other recoveries whatsoever had, made, knowledged, levyed, executed or suffered, or to be had, made, knowledged, executed or suffered of the Premisses, or of any parcel thereof, by, or betwixt the said parties or any of them, and the full force and execution of the same and every of them, shall be and enure, and shall be had, taken, construed, esteemed and judged to be, and to enure to the only uses, provisoes, conditions and limitations before herein mentioned, according to the true intent and meaning of the said Indenture and of these presents, and to no other use, behoof, intent or purpose whatsoever.

For payment of a further sum of money for the absolute purchase of the said mortgaged

And it is further covenanted, conditioned, concluded and fully agreed, by and between the said parties to these presents, and the true intent and meaning of the said parties to these presents is, and the said R. L. and G. L. do covenant, &c. that if the said R. M. his Heirs, Exe-

Executors, Administrators or Assigns, or any of them do not pay, or cause to be paid unto the said R. L. and G. L. their Executors, Administrators or Assigns, nor to any of them, the said sum of 300 l. &c. at the day, and places of payment thereof above mentioned, but shall make default of payment thereof, or of any part or parcel thereof, according to the true meaning of the said proviso or condition, whereby, or by reason whereof the premisses, and every parcel thereof, shall become absolute to the said R. L. and G. L. their heirs and assigns, according to the true intent and plain meaning of these presents; that then they the said R. L. and G. L. their Heirs, Executors, Administrators or Assigns, or some of them, shall and will pay, or cause to be paid unto the said R. M his Heirs, Executors, Administrators or Assigns, at, or, &c. the full sum of, &c. in manner and form following, that is to say, on the, &c. day of, &c. the sum of 120 l. and within one whole year next ensuing the day of the death of the said R. M. the father, the sum of 100 l. at the end of the one other whole year then next following, one other 100 l. and at the end of one other whole year also then next ensuing, one other 100 l. in full satisfaction of, and for the clear and absolute purchase of the said Manor and Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments, and of all and singular other the premisses in the said Indenture mentioned, to be thereby given, granted, bargained and sold, and of every part and parcel thereof with the appurtenances. In, &c.

Covenants for surrendring of Copy hold lands.

And the said D. S. for the consideration before in these presents expressed, doth further covenant, promise and grant, for herself, her Heirs, Executors and Administrators, and for every of them, to, and with the said J. P. his heirs and assigns by these presents, that she the said Dame S. S. or her heirs, shall and will on this side and before the Feast of, &c. at the charges in the law of the said J. P. his Heirs or Assigns, make and suffer, or cause to be made and suffered a good and sufficient surrender in law, to the use of the said J. P. his Heirs and Assigns for ever, according to the custom of the Manor of C. of one field or close of pasture, &c. *and specifie the land verbatim*, and for every part and parcel thereof with the appurtenances, being parcels of the said Manor of C. and which late were the copy-hold inheritance of T. C. deceased according to the custom of the said Manor. *For making a surrender.*

And

And the said Dame S. doth covenant, &c. that the said Copyhold lands, at the time of the making and perfecting of the said surrender, shall be, and *Discharged of incumbrances.* for all times for ever hereafter, shall continue unto the said I. P. his Heirs and Assigns clearly discharged, or otherwise sufficiently saved and kept harmless, of, and from all former charges, estates, titles, troubles, surrenders, forfeitures and incumbrances whatsoever, made, committed, suffered or done by the said T. C. deceased, his Heirs, or Assigns, or by the said E. S. his Heirs or Assigns, or by the said Dame S. S. or by any other Person or Persons, by, or with their, every, or any of their Means, Assent, Title, Interest, Act, Sufferance or Procurements.

And the said Dame S. doth covenant, &c. that the said Copyhold lands and premisses before mentioned, to be granted and assigned, as aforesaid, now are of the clear yearly worth and value of 20 l. by the year, above all rents, charges and reprises, and so are; and be now well worth to be let or set, and that the same close shall from time to time hereafter, so remain, be, and continue of the yearly value aforesaid, unto the said I. P. his, &c. during the term and continuance of the said several mentioned or recited leases and either of them. *That the lands are of a certain value per an.*

A Bargain and Sale of Swans and Swan mark.

TO all Christian People, to whom this present writing shall come, A. B. of, &c. sendeth greeting, &c. Know ye, that I the said A. B. for divers good causes and considerations me in this behalf specially moving, have given and granted, and by this my present writing do give, grant and confirm unto C. D. of, &c. all those my Swans and Signets and game of Swans and Signets white and grey, marked with the ragged staff, swimming, remaining in or about the River of W. in the County of, &c. or in, upon or about any other Rivers, Brooks, waters or places within the same County of, &c. or elsewhere wheresoever. And all rights, royalties, privileges, preheminences, profits and commodities whatsoever, to the same Swanners and Signets, and game of Swanners and Signets, or any of them in any wise belonging, incident or appertaining, together with the Swan-mark aforesaid: To have and to hold, the said Swans, and Signets, and game and Swans and Signets and Swan-mark aforesaid, with their rights and appurtenances

purtenances whatsoever unto the said C. D. his Heirs and Assigns for ever, in as large, ample and beneficial manner and form, as I the said A. B. or any my Ancestors ever have had, held or enjoyed, or might or ought to have had, held or enjoyed the same. In witness, &c.

A bargain and sale of Underwood.

THIS Indenture made, &c. between, &c. Witnesseth that the said A. B. for, and in consideration of the sum of, &c. whereof, &c. hath bargained and sold, and by these presents doth bargain and sell unto the said C. D. all and singular Woods and Underwoods, growing and being within the grove called W grove, and the hedge of the same containing by estimation sixteen acres, be it more or less, lying and being in the Parish of D. in the County of H. and also all the lops and shreds, of all such trees, being within the said grove called W. as have been usually lopped at the selling of the Underwood growing within the said grove, except and alwaies out of this present sale reserved unto the said A. B. his Heirs and Assigns, all manner of trees whatsoever, other than Under-wood now growing, or being in or upon the same grove or any parcel thereof, To have and to hold the said Under-woods, lops and shreds, before by these presents bargained and sold (except before excepted) unto the said C. D. his Executors and Assigns, to his and their only proper use and behoof. And the said A. B. doth covenant, &c. that he the said C. D. his Executors and assigns, at his and their liberty and pleasure shall or may peaceably and quietly have, hold, take and enjoy the said Underwoods, and enter into the said grove, and every part and parcel thereof, there to fell, hew, and cut down all and singular the said Woods, and Under-woods, and hedg-rows, at all seasonable times in the year, from the day of the date hereof, until the, &c. and the same so felled, hewed and cut down, with his and their, or any of their horses, carts and carriages, to bear, lead, carry and convey from thence to any other place or places, at his and their liberty and pleasure at all time and times, during the space of three years, by all convenient wayes thereunto now used and accustomed, without any lawful let, contradiction, &c. And the said C. D. doth covenant, &c. that he the said C. D. his Executors or Assigns, shall and will at every felling, which he or they shall make of the said Woods, Under-woods and Trees, Leave standing and growing in, and upon the Premisses, so many competent and sufficient Standards, Staddels and Stories, as by the Laws and Statutes in that Case provided

provided, is, or ought to be left; and also shall and will, at his and their own proper costs and charges, make good all hedges and fences about the young springs of the said wood, for the safe keeping thereof from hurt and spoil of Beasts and Cattel, according to the custom of the County there. In witness, &c.

A Sale of Billets and Wood or Timber.

THIS Indenture made, &c. between T. C. R. W and G. M. of the one part, &c. and I. B. and R. W. &c. on the other party, witnesseth, that the said, &c. for the considerations here under mentioned, have bargained and sold, and by these presents do fully and clearly bargain and sell unto the said, &c. ten thousand loads of good merchantable and lawful western Billets, at, and after the rate and price of three shillings and six pence the load; and also five hundred loads of good merchantable, sound and well squared Oken Timber, accompting fifty foot to every load, at, and after the rate and price of ten shillings the load, with such deductions and defalcations, out of the same several prices, as is here under expressed, and the same billets and timber to be delivered, at such places and times, and in such manner and form as hereunder is mentioned, and the said &c. to and with, &c. That they the said T. W. and G. or some of them, their, &c. shall and will truly deliver or cause to be delivered to the said, &c. all and every the said ten thousand loads of Billets, and five hundred loads of Timber of the kind and goodness aforesaid, to the proper use of them the said, &c. free and discharged of all manner of charges and incumbrances whatsoever, and allowances (water carriage only excepted) at, and upon some wharfe or wharfs in *Henly* upon *Thames*, and *Shiplack* in the County of O and at, and upon some Wharf or Wharfs in S. and R. and the Wharf nearest *Rent* Wood in the County of *Barks*, in manner and form following, that is to say, three hundred loads of the same billets, and one hundred loads of the same Timber, at or before, &c. and between that and the day of, &c. three thousand more of the same Billets and two hundred loads of the same wood or timber, at or before, &c. and between the same day of, &c. and the day, &c. four thousand loads more of the same Billets, and two hundred loads more of the same Timber residue, and in full delivery and satisfaction of the said ten thousand loads of Billets, and five hundred loads of timber, at or on, &c. and also that they the said T. R. and G their, &c shall not only deliver or cause to be delivered, all and every the said Billets and Timber at the water-side, or some wharfe, or wharfs, in some or any the towns and

and places above mentioned, for, and to the use of, &c. and in form aforesaid, clear of all charges and incumbrances whatsoever, but shall also from time to time, and at all times from henceforth save and keep harmless, the said Billets and Timber, and every parcel thereof to the said, &c. from and against the purveying to his Majesties use, and against all and every the Purveyors and Takers of, or for his Majesties wood-yard, and of his Heirs and Successors, or else shall deliver or cause to be delivered to the use aforesaid, to the said, &c. at the place of delivery aforesaid, or at some of them, in recompence of, and for such of the said Billets and Timber, as shall be so taken so much more in stead thereof, at the rates and prices aforesaid before the, &c. In part of payment of, and for all which Billets and Timber to be delivered, as aforesaid, the said I. B. and R. W. have truly paid to the said T. C. R. W. and G. M. before the ensealing hereof, the sum of, &c. of which said sum of, &c. the said T. C. R. W. and G. M. acknowledge themselves fully satisfied and paid, and thereof, &c. And as for the other part of the money for the said Billets and Timber, amounting to the sum of, &c. the said, &c. covenanteth and granteth, to and with, &c. well and truly to pay or cause to be paid to the said, &c. upon the day of, &c. next after reasonable request thereof to be made, and given in writing to the said, &c. or at or within, &c. after the delivery of so much of the said Billets and Timber, as after the rates aforesaid, shall amount to the sum of, 700 l. or more, the said 700 l. to be paid, at or within, &c. and it is agreed between the said parties, that whereas the rate of the said Billets and Timber, as aforesaid to be delivered, do amount to the sum of, &c. over and above the said sum of, &c. already paid, and the sum of, &c. in form aforesaid, covenanted to be paid: It is agreed between the said parties, in respect of the carriage by water of the said Billets and Timber, in form following, that is to say, for so many thereof as shall not be delivered at H. S. aforesaid, so much money as the carriage by water of the same not delivered at H. S. aforesaid, shall amount unto, from any other place appointed by these presents for delivery thereof, unto any one of the said places of H. and S. aforesaid, or either of them, the said, &c. shall have allowance and defalcations out of the said sum of, &c. for every load of Billets, as aforesaid, to be delivered at S. 8. d. and for every load of Timber, &c. and for every load of Billets to be delivered at R. 4. d. and for every load of Timber 16 d. and for every load of Billets, to be delivered at the Wharfe

nea-

nearest *Kentishwood* 12 d. and for every Load of Timber 2 s. And the said, &c. for them, &c. to and with, &c. to pay and satisfie to the said &c. upon reasonable request, so much of the said sum of, &c. as shall amount and remain over and above the allowance and defalcations, in respect of the water-charges aforesaid: and in like manner the said T.C. R.W. and G.M. for them, &c. to and with, &c. that if the said allowance of carriage, as aforesaid, shall amount to more than 325 l. that then they the said, &c. shall well and truly pay or cause to be paid to the said I B. and R. their, &c. upon reasonable request so much money as the same allowance shall surmount the said sum of, &c. *In witness.*

A Release of a Proviso or Condition for payment of money, reserved upon an Indenture of bargain and sale.

TO all Christian People to whom this present writing shall come A.B. greeting, &c. Know ye, that I the said A.B. have the day of the date of this present writing received and had of C.D. &c. at or in, &c. and the full sum of, &c. lawful money, &c. to me due and payable on this present, &c. in the, &c. by force and vertue of one proviso or condition contained in one Indenture of bargain and sale bearing date, &c. made between me the said A.B. of the one party, and the said C D. of the other party, for, touching and concerning certain Messuages, Lands, Tenements and Hereditaments, lying in, &c. in the County of, &c. which said sum of, &c. so by me received, as aforesaid, is in full discharge satisfaction and payment of 500 l. of, &c. and is for the full and absolute bargain and sale of all that messuage, &c. by me the said A B. mentioned to be bargained and sold in and by the same Indenture, as by the same Indenture more at large appeareth, of which said sum of 200 l. so by me the said A. B. received as aforesaid, I acknowledg my self fully satisfied, contented and paid, and thereof, and of every part and parcel thereof, do clearly acquit, exonerate and discharge the said C. D. his Executors and Administrators, and every of them for ever by these presents. And further know ye, that I the said A.B. have remised, released and for ever quit-claimed, and by these presents do remise, release, and for ever quit-claim unto the said C. D. being in his full and peaceable possession and seizin being

Release of all his estate.

ing and to his Heirs and Assigns, to the only proper use and behoof of the said C. D. his Heirs and Assigns for ever all the estate, right, title, interest, claim, condition, entry, benefit and demand whatsoever, which I the said A. B. have or had, or may, might or ought to have or claim, of, in, or to the said messuage, &c. *reciting the land*, and of, in, and to all and singular other the Premisses, with all and singular their appurtenances, in and by the said recited Indenture mentioned to be bargained and sold, and of, in, and to every part and parcel thereof with the appurtenances; so that neither I the said A. B. my Heirs or Assigns, nor any of us, nor any other person or persons for us, or in our names, or in the name of any of us, shall or will at any time or times hereafter ask, claim, challenge or demand to have any manner of estate right, title, interest or demand, of, in, or to the said Premisses, or any part or parcel thereof: but that we and every of us shall be thereof, and of every part and parcel thereof from henceforth utterly barred and excluded for ever by these presents.

And I the said A. B. and my Heirs, all and singular the said Premisses with the Appurtenances, against me, my Heirs and Assigns and every of us unto the said C. D his Heirs and Assigns for ever shall and will warrant, and for ever defend by these presents. *Warranty.*

A Release, where there have a Joynt Estate of Inheritance.

THIS Indenture made, &c. between G. M. T. C. and H. L. of the one party, and Sir G. M. of the other party, witnesseth, that whereas the said G. M. T. C. and H. L. are and stand joyntly seized to them and their heirs, of an absolute estate of inheritance in fee-simple of the Mannor and Lordshid of F. &c. *reciting the land at large*: which the said G. M. T. C. and H L. have by vertue of a conveyance, or assurance, by, or from R. V. &c. as by the conveyance and assurance thereof, made by the said R. V. unto the said G. M. T. C. and H. L. more at large it doth and may appear; and whereas the said T. C. and H. L. have by sufficient Conveyance and assurance in Law conveyed, assured and confirmed

firmed all their and either of their estate, right, title and interest in and to the same Mannor and Premisses, with the appurtenances, unto the said G. M. and his heirs for ever, whereby he the said G. M. is thereof now fully and absolutely seized in his demesn as of fee, and whereas also the conveyance and estate of the Premisses, so as aforesaid, made unto the said G. M. T. C. and H. L. and their heirs, was to them made by the direction and appointment of the said G. M. and at his only charge and costs every Kind of way, as well for the assurance thereof, as otherwise, and was meant and intended for the good of the said G. L. and his heirs, and to be at his and their only disposition. Now therefore the said T. C. and H. L. as much as in them is or lyeth, have remised, released, quit-claimed and confirmed, and by these presents, for, and from them and either of them, their and either of their Heirs, &c. do remise, release, quit-claim and confirm unto the said G. M. now being in his full and peaceable possession of the premisses, and to his Heirs, all the Estate, Right, Title, Interest, Possession, Joynt-Tenure, Claim and Demand, which they the said T. C. and H. L. have by any manner of Conveyance or Assurance, of, in, or to the Premisses, or any Part or Parcel thereof, and do by these presents further deliver, and confirm the premisses with the appurtenances, and all their and either of their said Estate, Right, Title, Interest, Possession, Claim or Demand, of, in, and to the same Premisses with the Appurtenances, and every Part and Parcel thereof unto the said Sir G. M. his Heirs and Assigns, to have and to hold the said Mannor, Messuages, Lands, Tenements, Hereditaments, and all and singular the Premisses with the Appurtenances unto the said Sir G. M. his Heirs and Assigns for ever, to the only use and behoof of the said G. M. his Heirs and Assigns for ever, to hold of the chief Lords of the fee, by the rents and services for the same heretofore due and accustomed, &c. *With Warranty as in others.*

Blunden.

A Releaſe of an Aſſignment made upon condition.

TO all Chriſtian people to whom, &c. I. O. greeting, &c. whereas M. C. by his Indenture bearing date, &c. did for the conſideration therein mentioned, bargain, ſell, aſſign and ſet over to me the ſaid I. O. my Executors, Adminiſtrators and Aſſigns, all his eſtate, right, title, intereſt, term of years and demand of, and in all that capital meſſuage, &c. and divers other Lands and Hereditaments in L. in the ſaid County of E. in the ſaid Indenture mentioned; upon condition nevertheleſs, that if T. R. &c. his Executors or Aſſigns, or any of them, did well and truly pay, or cauſe to be paid to me the ſaid I. O. my Executors or Aſſigns, the ſum of 2000 pound of, &c. at, or, &c. on the Feaſt day of, &c. without fraud or coven, that then, and at all times from thenceforth, the ſaid Indenture of Aſſignment made by the ſaid M. C. and every covenant, grant, article and thing therein contained, ſhould determin and be utterly void, and of none effect, and then alſo, &c. *reciting, the Covenant verbatim as in the Aſſignment*, as in, and by the ſaid Indenture of aſſignment to me made by the ſaid M. C. amongſt divers other Covenants, clauſes, articles and agreements therein conteined, more at large it doth and may appear. Now know ye, that I the ſaid I. O. have had and received, and by theſe preſents do teſtifie, acknowledge and declare, to have received and had of the ſaid T. R. at and upon the ſaid Feaſt-day of, &c. in the ſaid proviſo or condition in the ſaid recited Indenture of aſſignment mentioned, the ſum of 2000 pound, &c. according to the tenor and purport of the ſaid proviſo or condition in the ſaid recited Indenture contained, of which ſaid ſum of 2000 pound, ſo by me received, as is aforeſaid, and of every part and parcel thereof, I the ſaid I. O. do acknowledge my ſelf fully ſatisfied and paid, and thereof, and of every part and parcel thereof, and of all and all manner of intereſt, title and demand, in, or to the Premiſſes, or any of them, do clearly exonerate, acquit, and for ever diſcharge the ſaid M. C. and T. R. and either of them, their and either of their Heirs, Executors and Adminiſtrators, and every of them by theſe preſents. *In witneſs*, &c. *Blunden.*

A Releaſe of a Manner.

TO all Chriſtian people to whom this preſent writing ſhall come, I. R. Greeting, &c. Know ye, that I the ſaid I. R. for divers good cauſes and conſiderations me in this behalf ſpecially moving, have remiſed, releaſed and quit-claimed, and by theſe preſents do for me and my heirs remiſe, releaſe, and for ever quit claim unto T. G. and M. his wife, in their full and peaceable poſſeſſion and ſeiſin being and to the Heirs and Aſſigns of the ſaid T. G. to the only proper uſe and behoof of them the ſaid T. G. and M. and of the Heirs and Aſſigns of the ſaid T. G. for ever, all the eſtate, right, title, intereſt, uſe, poſſeſſion, reverſion, remainder, property, claim and demand whatſoever, which I the ſaid I. R. have or had, or that I, my Heirs or Aſſigns, or any of us at any time or times hereafter ſhall have, or may, might, ſhould or ought to have or claim, of, in, and to all that the ſcite of, &c. *recite the land as in the Indenture of bargain and ſale*; and of, in, and to every part and parcel thereof, and of, in, and to the reverſion and reverſions whatſoever, of all and ſingular the premiſſes herein before mentioned to be remiſed and releaſed, and of every part and parcel thereof with the appurtenances: and of, in, and to all and ſingular woods, under-woods and trees growing or being, of, in, or upon the Premiſſes, or any part or parcel thereof: and of, in, and to the ground and ſoil of the ſame woods, under-woods and trees: and of, in, and to all and ſingular the rents and yearly profits whatſoever, reſerved upon any demiſe, leaſe or grant heretofore made or granted of the Premiſſes, or of any part or parcel thereof, to have and to hold the ſaid ſcite, &c. and the ſaid Meſſuage or Tenement called the B. the ſaid Tenement called the C. and all and every other the ſaid Meſſuages, Lands, Tenements, Meadows, Feedings, Paſtures, Commons, Hereditaments, and all and ſingular other the Premiſſes herein before mentioned, to be remiſed and releaſed, and every part and parcel thereof, with the Appurtenances, together with the ſaid eſtate, right, title, intereſt, uſe, poſſeſſion, reverſion, remainder, property, claim and demand whatſoever of me the ſaid I. R. and my Heirs, of, in, and to the ſame Premiſſes, and of, in, and to every part and parcel thereof, with their Appurtenances, unto the ſaid T. C. and M. his wife, and to the Heirs and Aſſigns of the ſaid T. C. to the only proper uſe and behoof of them the ſaid T. C. and M. and of the Heirs and Aſſigns of the ſaid T. C. for ever: So that neither I the ſaid I. R. nor my Heirs, nor any of us, nor any other perſon or perſons, for us, or any

of

of us, or in the name or names of us or any of us, shall or will at any time or times hereafter, ask, claim, challenge or demand to have any manner of estate, right, title, interest or demand, of, in, or to the seite, &c. Lands, Tenements, Meadows, Feedings, Pastures, Hereditaments, and other the Premisses, or any part or parcel thereof with the Appurtenances: but that we and every of us shall be thereof, and of, and from every part and parcel thereof from henceforth utterly barred and excluded for ever by these presents, *with warranty against I. K. and his Heirs.*

A Release of a Rent reserved in a pair of Articles of Agreement.

TO all Christian people to whom, &c. W.F. greeting, &c. whereas I.H. of, &c. being possessed and interessed for divers years yet to come, of, and in divers Messuages, Lands, Tenements and Hereditaments, mentioned and contained in one pair of Indentures, dated, &c. had and made between him the said I.H. of the one party, and H.A. of the other party, did by Indenture bearing date, &c. assign and set over unto the said H.A. the said original lease, and all and singular the Lands, Tenements and Hereditaments therein contained, all which the said H. A. hath sithence by his several grants or assignments, granted, assigned and set over unto G. R. of, &c. to have to him, his executors and assigns, for and during all his estate, title, term, interest and number of years which he had, of, in, or to the Premisses, as by his several grants or assignments more at large appeareth, to this intent, meaning and purpose; nevertheless, and upon trust and confidence that the same shall be to the use, benefit and behoof of D. N. W.F. and R.M. equally amongst them. And whereas by a certain pair of Articles of agreement indented, bearing date the, &c. made between the aforesaid W.F. on the one party, and the said D.N. of the other party, it was agreed between them the said D. N. and W. F. and the said W.F. did for him, his Executors, Administrators and Assigns, covenant, grant and agree, to, and with the said D.N. his Executors and Assigns, that he the said D. N. his Executors or Assigns, should or might, at all time and times from thenceforth during the said term, have and enjoy to his only use and behoof, all the estate, title, term, interest, number of years, use and commodity whatsoever, which he the said W.F. his Executors, Administrators or Assigns, had, should or might have, of, in, or to one full third part, in three parts to be divided of all and singular the Premisses, and all the estate, title, term, interest, use, benefits, number of years and commodity,

which he the ſaid W. F. hath, of, in, or to the Premiſſes, or any part thereof: in conſideration whereof, the ſaid D.N. his Executors, Adminiſtrators or Aſſigns, ſhould yearly pay, or cauſe to be paid unto the ſaid W.F. his Executors, Adminiſtrators or Aſſigns, two hundred pounds, during the ſaid term: the ſame to be paid, &c. *as in the articles of agreement:* as by the ſame articles of agreement may appear. Now know ye, that the ſaid W. F. for and in conſideration of the ſum of two thouſand pound, &c. to him in hand at and before the enſealing and delivery of theſe preſents by the ſaid D. N. well and truly paid, doth by theſe preſents for him, his Heirs, Executors and Adminiſtrators, freely, clearly and abſolutely acquit, diſcharge, grant, remiſe, releaſe, and for ever quit-claim unto the ſaid D.N. his Heirs, Executors and Adminiſtrators, the ſaid yearly rent or ſum of two hundred pound of, &c. ſo as aforeſaid mentioned, reſerved or covenanted to be paid in and by the ſaid articles of agreement, as aforeſaid, and all and every the covenants, conditions and agreements touching the ſame rent, and alſo all and all manner of actions, ſuits, cauſe and cauſes of actions and ſuits, treſpaſſes, reckonings, rents, arrerages of rents, accompts, executions, ſum and ſums of money and demands whatſoever, which at any time heretofore ever he the ſaid W.P. hath or had, or that he, his Heirs, Executors or Adminiſtrators, or any of them, at any time or times hereafter can or may have, claim or challenge to have, to, for, or againſt the ſaid D.N. his Heirs, Executors or Adminiſtrators, or any of them, for, or by reaſon of the ſaid yearly rent of two hundred pound, or any of the articles or agreements concerning the ſame, or any of them, or any other the covenants, in the ſaid ſeveral writings contained, or either of them: And further know ye, that the ſaid W. F. doth by theſe preſents remiſe and releaſe unto the ſaid D.N. his Executors and Adminiſtrators, all and all manner of other actions, ſuits and demands whatſoever, which at any time heretofore he hath had, or at any time hereafter ſhall or may have, to, or againſt the ſaid D. N. his Executors or Adminiſtrators, for, or by reaſon of any other matter, cauſe or thing whatſoever, from the beginning of the world until the, &c. day of, &c. In witneſs, &c.

A Releaſe

A Releaſe of a Condition in an Indenture of Bargain and Sale, with the Proviſo recited.

TO all Chriſtian people to whom, &c. T.C. and R.W. &c. greeting, &c. whereas the ſaid T.C. and R.W. by their Indenture of bargain and ſale bearing date, as well for, and in conſideration of the ſum of 1000 l. &c. then in hand paid to E.E. by M.B. as for twenty ſhillings of, &c. paid unto the ſaid T.C. and R.W. and for divers other good cauſes and conſiderations them thereunto eſpecially moving, did bargain, ſell, enfeoff, and confirm unto the ſaid M.B. his Heirs and Aſſigns for ever, all that their Park of N. &c. *verbatim, as in the Indenture of bargain and ſale*, as by the ſame recited Indenture, amongſt divers other grants, covenants, proviſoes, clauſes and agreements therein contained, more plainly and at large it doth and may appear: in, and by which ſaid Indenture before recited, there is a condition or proviſo contained in theſe words, or to this effect following, that is to ſay: provided always, that if the ſaid M.B. &c. *reciting the Proviſo or Covenant truly.* Now know ye, that we the ſaid T.C. and R.W. for divers good and reaſonable cauſes and conſiderations, us in this behalf ſpecially moving, have remiſed, releaſed and quit-claimed, and by theſe preſents do for us and our Heirs, remiſe, releaſe, and do for ever quit-claim unto the ſaid M.B. being in his full and peaceable poſſeſſion and ſeiſin of the Premiſſes, and to his Heirs and Aſſigns to the only uſe and behoof of him the ſaid M.B. his Heirs and Aſſigns for ever, the ſaid proviſo and condition, and all and every article, matter and clauſe concerning the ſame; and all the eſtate, right, title, intereſt, claim, condition, entry, benefit and demand, and every of them whatſoever, which we the ſaid T.C. and R.W. or either of us, have or hath, or may or ought to have or claim, of, in, or to the ſaid Park called N. Lodges, Lands, Tenements, Meadows, Feedings, Paſtures, Woods, Under-woods, Waters, Fiſhes, Fiſhings, Waſte-ground, Hereditaments, and all and ſingular other Liberties, Profits and Commodities whatſoever mentioned, or expreſſed or intended to be granted bargained or ſold, in, or by the ſaid recited Indenture dated, &c. and of, in, and to every part and parcel thereof with the Appurtenances, ſo that neither we, &c. *as in other before with warranty as aforeſaid.*

A Releaſe of an Annuity.

TO all Chriſtian people to whom, &c. A. B. greeting, &c. whereas the ſaid A.B. by his Deed, &c. *reciting the grant of Annuity.* Now the ſaid A.B. in conſideration, &c. hath granted, remiſed, releaſed, and quit-claimed, and by theſe preſents doth grant, remiſe, releaſe, and for ever quit-claim unto the ſaid R.O. being the true and lawful owner of the ſaid Mannor of R. and in poſſeſſion of the ſame at the enſealing and delivery hereof, the ſaid annuity or yearly rent of thirteen pounds, &c. and all the arrerages thereof if any be, and all the eſtate, right, title, intereſt, benefit, claim and demand whatſoever of him the ſaid A.B. in and to the ſaid annuity or yearly rent of 13 l. or on arrerages, diſtreſs or diſtreſſes, entry or forfeiture had or taken, or which may or can be had, taken or claimed, for, concerning, or by reaſon of the ſaid annuity or yearly rent, or arrerages thereof, if any be. In witneſs, &c.

A Releaſe of the Condition and other Covenants in an Indenture of Mortgage, with a Confirmation from the mortgager to the Mortgagee.

THis Indenture made the, &c. between Sir H. H. &c. of the one party, and R. H. and G. L. of the other party. Whereas the ſaid Sir H. H. by one Indenture bearing date, &c. as well for and in conſideration of the ſum of 400 l. then already paid unto the ſaid H. H. before the enſealing and delivery of the ſaid Indenture, as alſo for, and in conſideration of the ſum of 1000 l. &c. to be paid unto the ſaid H. his Executors or Aſſigns, at ſuch day, time and place, and in ſuch manner and form, as in the ſaid recited Indenture dated, &c. were ſet down and expreſſed, hath given, granted, bargained, ſold, confirmed, and delivered unto the ſaid R. L. and G. L. their Heirs and Aſſigns for ever, all that the Mannor or Lordſhip of E. in the County of L. &c. *as in the Indenture*: And ſithence the ſaid Sir H. H. and R. his wife, have levyed a fine of the ſaid Mannor or Lordſhip, Meſſuages, Lands, Tenements, and of other the Premiſſes, or of the greateſt part thereof, unto the ſaid R. L. and G. L. and to the Heirs of one of them: and ſithence a recovery in and by a writ of entry *ſur diſſeiſin en le poſt*, hath been had of the Premiſſes, or of the moſt part thereof againſt the ſaid R. L.

and

and G.L. who vouched therein to warranty the said H.H. who thereupon entred into the warranty, and vouched over to warranty the common voucher, in, and by all things, according to the usual order and form of common recoveries with double voucher for assurance of Lands and Tenements, which recovery hath been executed by writ of *Habere facias seisin*; accordingly which said fine and recovery, and all other fines and recoveries whatsoever, sithence the date of the said Indenture had, levied or suffered, by, or between any of the said parties to the same Indenture, or any of them of the Premisses, or of any part or parcel thereof, were had, levied and suffered, to the only use of the said R.L. and G.L. and their Heirs, upon the condition contained in the same Indenture, and according to the intent and true meaning of the same Indenture, dated the said first day of, &c. and to no other use, intent or purpose. In which said Indenture dated the said first of, &c. there is a proviso or condition contained in these words, or to this effect following: that is to say, Provided always, &c. *reciting the proviso*. And in which said recited Indenture dated the said first day of, &c. there is a covenant contained in these words, or to this effect following; that is to say, and the said R. L. and G. L. do covenant and grant, &c. *reciting the covenant, that the Mortgager may have and receive the issues of the Lands Mortgaged till the day of payment*, &c. And in which said recited Indenture dated the said first day of, &c. there is also contained a covenant in these words, or to this effect following, *viz.* in consideration whereof the said R.L. and G.L. for themselves, their Heirs, Executors and Assigns, and every of them, do covenant and grant, to and with, &c. by these presents; That if neither the said H.H. his Heirs or Assigns, nor any of them, do pay the said sum of 4000 l. &c. to the said R.L. and G. L. their Heirs, Executors, Administrators and Assigns, nor to any of them, according to the intent and true meaning of the said proviso or condition before herein mentioned; that then they the said R.L. and G.L. their Executors, Administrators or Assigns, or some of them, shall and will well and truly pay, or cause to be paid unto the said H.H. his Executors, Administrators or Assigns, or some of them at the said, &c. the sum of 1000 l. &c. at or upon the second day of, &c. as the residue, and in full satisfaction of the clear and absolute purchase of the said Mannor or Lordship, Lands, Tenements and other the Premisses, without fraud, coven or further delay, as in and by the said recited Indenture, dated the said first day of, &c. amongst divers other covenants, grants, articles and agreements therein contained, more plainly at large it doth and may appear. Now this Indenture witnesseth,

neſſeth, that the ſaid H.H. for divers good and ſufficient cauſes and conſiderations him the ſaid H.H. eſpecially moving, hath remiſed, releaſed, and quit claimed, and by theſe preſents doth for him and his Heirs, remiſe, releaſe, and for ever quit-claim unto the ſaid R. L. and G. L. in their full and peaceable poſſeſſion and ſeiſin being of the Premiſſes, and to their Heirs and Aſſigns, to the only proper uſe and behoof of them the ſaid R. L. and G. L. their Heirs and Aſſigns for ever, the ſaid proviſo and condition, and all and every article, matter and clauſe concerning the ſame, and all and every the ſaid covenants before herein recited, and every article, ſentence and clauſe concerning the ſame, and every or any of them, and all the eſtate, right, title, intereſt, claim, condition, entry, benefit and demand whatſoever, which he the ſaid H.H. hath, or may, might, ſhould, or ought to have claim, of, in, or to the ſaid Mannor or Lordſhip of E. Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, &c. and all other profits, Liberties, Commodities, Hereditaments, and other the Premiſſes, with their and every of their Rights, Members and Appurtenances whatſoever, mentioned, or expreſſed or intended to be given, granted, bargained and ſold, in, or by the ſaid recited Indenture dated the ſaid firſt day of, &c. and of, in, and to every part and parcel thereof with the Appurtenances, and all manner of conditions, covenants, articles for conditions broken and demands whatſoever, of, touching, or in any wiſe concerning the ſaid Mannor or Lordſhip, Lands, Tenements, and other the Premiſſes, or any part or parcel thereof; ſo that neither he the ſaid H. H. nor his Heirs, or any of them, nor any other perſon or perſons for him, them, or any of them, or in his or any of their name or names, or in the name or names of them or any of them, ſhall or will at any time or times hereafter ask, claim, challenge or demand, to have any manner of eſtate, right, title, intereſt or demand; of, in, or to the ſaid Mannor or Lordſhip, and other the Premiſſes, or any part or parcel thereof, other than ſuch eſtates, terms and intereſts, as are in the former recited Indenture excepted. But that he, they, and every of them (except before excepted) ſhall be thereof, and of, and from every part and parcel thereof, from henceforth utterly barred and excluded for ever by theſe preſents: And further, the ſaid H.H. doth for him and his Heirs confirm the eſtate of the ſaid R.L. and G.L. of, and in the ſaid Mannor or Lordſhip, Meſſuages, Lands, Tenements and other the Premiſſes, To have and to hold all the ſaid Mannor or Lordſhip, Lands, Tenements, and other the Premiſſes, to the ſaid R.L. and

and G. L. their Heirs and Aſſigns for ever, abſolutely without any manner of condition whatſoever, to the only proper uſe and behoof of them the ſaid R. L. and G. L. their Heirs and Aſſigns for ever. And the ſaid H. H. and his Heirs, the ſaid Mannor or Lordſhip, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid R. L. and G. L. their Heirs and Aſſigns, to the only proper uſe and behoof of them the ſaid R. and L. their Heirs and Aſſigns for ever, againſt all men, ſhall and will warrant and for ever defend by theſe preſents: And the ſaid H. H. doth alſo by theſe preſents, remiſe, releaſe, and quit-claim unto the ſaid R. L. *Faſſet.* and G. L. their Heirs and Aſſigns all manner of errors, writs of error and perſonal demands whatſoever. *In witneſs whereof, &c.*

An Indenture of allotment of ſeveral parts of Land.

THIS Indenture ſextipartite made, &c. Between W. C. on the one part, E. D. and D. his wife on the ſecond part, P. H. and F. his wife on the third part, R. P. and M. his Wife on the fourth part, W. C. and E. his wife on the fifth part, and T. L. and F. his wife on the ſixth part, *Witneſſeth*, That whereas divers and ſundry Mannors, Lands, Tenements, Rents, Reverſions, Services and Hereditaments, with the Appurtenances, late the Inheritance of the late Lady I. B. deceaſed, ſometimes wife of the Right Honourable Sir E. B. Knight, likewiſe deceaſed, ſet, lying and being in divers and ſundry Countries, Shires and places within the Territories of *England*, by and after the death of the ſaid Lady I. B. did lawfully deſcend and come, and of right ought to deſcend and come unto the ſaid W. C. E. D. and D. his wife, P. H. and F. his wife, R. P. and M. his wife, W. C. and E. his wife, T. L. and F. his wife; that is to ſay, to the ſaid W. C. as Coſin, and one of the co-heirs of the ſaid Lady I. B. that is to ſay, Son of the Lady A. C. deceaſed, Daughter of the ſaid Lady I. B. by G. C. Knight, Lord C. late Husband of the ſaid Lady A. now likewiſe deceaſed, lawfully begotten, to the ſaid D. C. and D. his wife, in the right of the ſaid D. one other of the daughters and co-heirs of the ſaid Lady I. B. To the ſaid P. H. and F. his wife in the right

right of the said F. one other of the daughters and co-heirs of the said Lady I.B. To the said R.P. and M. his wife, &c. one other of the daughters and co-heirs of the said Lady I. B. to the said W.C. and E. his wife, as in the right of the said E. one other of the daughters and co-heirs of the said Lady I.B. and to the said T.L. and F. his wife, as in the right of the said F. one other of the daughters and co-heirs of the said Lady I. B. by reason whereof the said W.C. E.C. &c. into the said Mannor, Messuages, Lands, Tenements and Hereditaments, with their Appurtenances entred, and were thereof seized in *C. parcionarii*: That is to say, the said W.C. in his own right, and the said E.C.R.P. &c. and their said wives, in the right of their said wives, and they being thereof so seized of their wills, and mutual assent and agreement the seventh day of, &c. last past, before the date hereof, did make partition thereof in manner and form following; that is to say, they did grant, and indifferently divide and sever all the Mannors, Messuages, Lands, Tenements and Hereditaments, with their Appurtenances to them descended and come, as is aforesaid, and which he hereafter expressed into six several parts or shares, and agreed that every of the said six several parts should be severally written and mentioned in a scroul of paper by it self, and that afterwards every of the said six several scrouls of paper, should be by an indifferent man thereunto appointed by their mutual assents, severally inclosed and covered, in, and with wax made like little balls of like bigness and weight, so as no man may see any of the scrouls, and that then the said little balls of wax should be put in a bonnet, to be kept in the hands of an indifferent man thereunto appointed by their mutual assents, and that the said W.C. being Heir unto the eldest daughter of the said Lady I.B or his deputy thereunto sufficiently authorized, should first put in his hand into the said bonnet, and should first take and choose out of the same bonnet one of the said balls, and that he should have and hold to him and to his Heirs for ever, for his part, portion and purport of the Premisses, only those of the said Mannors, Lands, Tenements and Hereditaments, that should be mentioned and written in the scroul inclosed and covered in and with the ball of wax, that he or his said deputy for him shall take and choose: and that the said W.C. having married the said E. being the second daughter of the said Lady I.C. or his deputy thereto sufficiently authorized, should for him the said W. and the said E. his wife, being the second daughter of the said Lady B. secondly put in his hand, &c. and should secondly take and choose, &c. one other of the said balls; And that the said W.C. and E. his wife, should have, hold and enjoy to them and to the Heirs

of

of the same E. for ever, as in the right of the said E. of the Premisses only those, &c. and that the said P.H. &c. as Mr. C. *mutat. mutand.* and so the other, all which was done accordingly. And the said W.C. putting in his hand first into the said bonnet, and taking and choosing out of the said bonnet one of the six balls, wherein was one of the said six scrouls, in which was written and mentioned the Mannor of W. with the Appurtenances late of the said Lady I. B. and all the Lands, Tenements, Meadows, Feedings, Pastures, Rents, Reversions, Services and Hereditaments with their Appurtenances, which were of the said Lady B. in W.M. and W.H. in the County of, &c. the Mannor of T. &c. And the said W.C. putting in his hand second in the said, &c. the said P.H. &c. the said R.P. &c. the said E.C. by his deputy, &c. the said T.L. &c. Know ye, that the said parties and every of them do and doth by these presents, for him, her, and them, and his and their Heirs assent to the said partition of the Premisses, so between them hereof made and had as aforesaid; And that every of them doth and do for him, her and them, and his and their Heirs accept and take the part, portion and purpart to him, her and them happened and allotted as is aforesaid, in full recompence of his, her and their part, portion and purpart of all the Mannors, Lands, Tenements and Hereditaments to him, her and them, and any of them descended or come from the said Lady B. And that every of the said parties doth and do for him, her and them, and his and their Heirs, ratifie and confirm the said portion, and also that every of the said parties doth and do for him, her and them, and for his, her and their Heirs ratifie and confirm to the other of them and their Heirs, the Mannors, Lands, Tenements and Hereditaments, to the other of them allotted and happened, by vertue of the partition as is aforesaid, as also all the estates and interests which the other of them hath therein; and to the intent that no dissention or variance should hereafter happen or arise betwixt the said parties to these presents, their Heirs or Assigns or any of them, for, touching or concerning the said Mannors, Lands, Tenements and Hereditaments with their Appurtenances, or any part or parcel thereof: it is covenanted, granted, condescended, concluded and fully agreed between the said parties to these presents, their Heirs and Assigns in manner and form following, That is to say, first the said W.C. covenanteth and granteth for him, his Heirs, Executors and Administrators by these presents, to, and with the said C. D. and D. his wife, and the Heirs and Assigns of the said D. and to and with the said P.H. and F. his wife, and to the Heirs and Assigns of the said F. and to, and with the said R. P. &c. and

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the Heirs and Assigns of the said, &c. and to, and with the said W.C. and the said, &c. and to and with the said T.L. and the said, &c. severally for their parts, portions and purparts of the Premisses: that he the said W. C. his Heirs and Assigns, and every of them at all times hereafter, and from time to time whensoever he the said W.C. his Heirs or Assigns, or any of them, shall be thereunto reasonably required by the said E. D. or D. his wife, or either of them, or the Heirs or Assigns of the said D. for the said part, portion and purpart of the said D. of, and in the Premisses, and by the said P.H. &c. and by the said R. P. &c. and by the said W.C. &c. and by the said T.L. &c. To make, do, acknowledge, and suffer, or cause to be made, done, acknowledged and suffered all and every act and acts, thing and things, for the further and more better assurance and sure making in the Law unto the said E. D. and D. his wife, and to the Heirs and Assigns of the said D. the said part, portion and purpart of the Premisses allotted and fallen unto the said E.D. and D. his wife, as is aforesaid; and unto the said P. H. &c. and unto the said R.P. &c. and unto the said W.C. &c. and unto the said T.L. as by the said E.C. and D. his wife, and the Heirs and Assigns of the said D. or by their or any of their Council learned in the Law, and at their or any of their costs and charges in the Law, for their said part, portion and purpart of the Premisses, and by the said P. H. and by the said R. P. &c. and by the said W.C. &c. and by the said T.L. &c. shall be reasonably advised, devised and required; be it by Fine, Feoffment, Recovery, with Voucher or Vouchers, Deed or Deeds inrolled, the inrollment of these presents, release, confirmation, and by all these ways and means, or by any of them, or otherwise with warranty or warranties against the said W. C. his Heirs and Assigns, only or without warranty, at the election and pleasure of such as shall require the same as is aforesaid. And that the said W.C. his Heirs and Assigns, shall at all times hereafter from time to time exonerate, acquit, discharge, or otherwise save harmless as well the said E. C. and D. his wife, and the Heirs and Assigns of the said D. The said P.H. &c. the said R.P. &c. the said W.C. &c. and the said T.L. &c. as also their said parts, portions and purparts of the Premisses, of, and from all and all manner of former bargains, sales, joyntures, dowers, uses, wills, statutes Merchant, and of the staple, recognizances, judgments, executions, issues, fines, amerciaments, intrusions, alienations, without license, rents charges, rents seek, arrerages of rents, and of, and from all other charges, incumbrances and demands whatsoever they be, had, made, or done by the said W. C. *the like several Covenants for*

all the reſt, one after another, *Mutat. mutand.* And the ſaid W.C. and E. his wife, P.H. and D. his wife, T.L. and F. his wife, covenant and grant for them, their Heirs, Executors, Adminiſtrators and Aſſigns by theſe preſents, to, and with the ſaid W. L.C. his Heirs and Aſſigns: That if the ſaid Mannor of W. M. ſhall happen at any time hereafter to be charged, chargeable or extendable, by reaſon of any Statute, Recognizance, or otherwiſe for any ſum or ſums of money before the ſaid ſeventh day of, &c. laſt paſt, due or payable by any act done, or acknowledged by any other than the ſaid W.L. C. That then the ſaid E.L. C. and D. his wife, &c. P.H. &c. R.P. and, &c. W.C. and, &c. T.L. and, &c. their Heirs, Executors and Adminiſtrators, ſhall equally at their indifferent charges bear and pay five parts in ſix parts to be divided of ſuch ſum and ſums of money, for which the ſaid Mannor of W. M. ſhall be ſo charged, chargeable or extendable. In witneſs, &c.

An Indenture to avoid the title of Surviveſhip: where Lands are granted to two by Leaſe.

THis Indenture made, &c. Between, &c. Whereas the ſaid A. B. and C.D. in and by one Indenture of Leaſe made, &c. do ſtand and are jointly intereſted and poſſeſſed, of, and in all that the Mannor, Lands, &c. for and during, &c. as by the ſaid Indenture at large appeareth. And foraſmuch as both the ſaid parties are willing and deſirous, that the ſurvivor or overliver of them, ſhall not at any time hereafter take any commodity or advantage of the Premiſſes or any parcel of them by way of ſurvivor or overliver, according to the courſe and order of the Common Laws of this Kingdom, by reaſon of the joint title, eſtate and intereſt, which they have in, and to the Premiſſes, by vertue of the Indenture of Leaſe aforeſaid; Therefore it is fully covenanted, concluded, condeſcended and agreed upon, between the ſaid parties in manner and form following, *viz.* firſt the ſaid A.B. doth, &c. to and with, &c. that if it do fortune or happen the ſaid A.B. to ſurvive and overlive the ſaid C. D. for avoiding the ſaid title of ſurvivor in and to the Premiſſes, That he the ſaid A. his Executors, Adminiſtrators and Aſſigns, ſhall and will peaceably and quietly permit and ſuffer the Executors, Adminiſtrators and Aſſigns of the ſaid C.D. being then deceaſed, to have, occupy and enjoy to their own proper uſe and uſes, and to the proper uſe of any of them in common or in ſeveralty, immediatly after the death of the ſaid C. at his or their will and pleaſure, all that the moiety, part and purpart of the ſaid C. in and to the Premiſſes, and every of them, into two equal parts to be divided, during the reſidue

reſidue and remainder of years of the term of years above mentioned, which then at the death of the ſaid C. ſhall be to come and unexpired without the let or diſturbance of the ſaid *A.* his Executors or Aſſigns; the title of Survivor, of, and in the Premiſſes, in any wiſe notwithſtanding: and alſo the ſaid C.D. doth covenant, &c. to, and with *A.B.* &c. for avoiding of the ſaid title of Survivor in the Premiſſes; that if it do fortune or happen the ſaid C. to ſurvive and over-live the ſaid A. B. that he the ſaid C.D. *in ſuprà mutat. mutand.* And the ſaid A. B. doth covenant, &c. to and with, &c. in manner and form following, viz. That he the ſaid A. his Executors, Adminiſtrators or Aſſigns, or one of them ſhall pay the moiety and one half of the ſaid yearly rent of, &c. unto the ſaid T.B. his Heirs and Aſſigns in the Indenture of Leaſe fore-mentioned, and alſo ſhall bear and diſcharge half of all the covenants, reparations and charges therein contained, which on the part of the ſaid A.B. and C.D. are to be obſerved and done in the ſaid Indenture of Leaſe compriſed. And further that the ſaid A.B. his Executors or Aſſigns, ſhall well, truly and ſafely keep the ſaid Indenture of Leaſe unſurrendered, uncancelled, undefaced and whole to the defence, ſaving and preſervation as well of the intereſt, title and term of the ſaid C. B. as alſo of the title, intereſt and term of the ſaid C.D. in and to the Premiſſes, during the term aforeſaid; the like covenant for C.D. *mutat. mutand.*

An Indenture where two have a joint eſtate upon Covenant, that either of them may have an equal part in the land or money ſent, taking no benefit by ſurviverſhip.

THis Indenture made, &c. between A.B. on the one part, and C.D. on the other part, witneſſeth, that whereas E. F. by a certain Indenture dated, &c. for the conſideration therein expreſſed, did fully and clearly bargain, ſell, give and grant unto the ſaid A.B. and C.D. their Heirs and Aſſigns for ever, All that Mannor, &c. as it is recited in the ſale unto the *habendum* (then ſay, with divers other covenants, grants and articles therein contained, amongſt which there is a certain proviſo contained, and by the ſame proviſo it is provided and agreed, that if the ſaid E.F. (recite the proviſo) as by the ſame Indenture it doth and may appear; And for as much as by the order of the Common Laws of this Nation, if either of the ſaid A.B. or C.D. ſhould fortune to deceaſe before payment of the ſaid ſum, or if default be made in payment of the ſaid ſum of, &c. Then as well

well the said sum of, &c. should wholly remain to the survivor, &c. and for default of payment thereof, the Survivor and his Heirs, should wholly possess the said Mannor, &c. according to the tenure of the said Indenture, to the only use of the said Survivor and his Heirs, contrary to the true meaning of the said parties, for avoiding of with inconveniencies, and to the intent, that either of the said parties, his Heirs, Executors and Administrators shall be duly answered of the Premisses accordingly, it is therefore covenanted and agreed between the said parties to these presents, and the said A.B. doth covenant and grant for him, his Heirs, Executors and Administrators by these presents, to, and with the said C.D. his Heirs, Executors and Administrators in form following, that is to say, that if the said E. F. his Executors, Administrators or Assigns do pay, or cause to be paid to the said A.B. or his Heirs, the said sum of 200 l. at the day and place limited for payment thereof in the said Indenture: That then the said A.B. his Executors or Assigns, shall not only pay or cause to be paid to the said C.D. his Heirs, Executors or Assigns within one month next after the day of payment of the said sum, the sum of one hundred pound, being the moiety of the said two hundred pound, but also shall deliver or cause to be delivered unto the said E.F. his Heirs or Assigns all such Evidences, as he or his Assigns shall have received by force of the said former Indenture, and thereof shall acquit and discharge the said C. D. his Heirs, Executors or Assigns, and further that the same A.B. his Executors or Assigns, shall not at any time hereafter, do, knowledge, cause, procure or suffer to be done, any act or Acts, deed or thing whatsoever, which shall or may in any wise debar, avoid, delay or hinder the tenour, strength, form or effect of the same Indenture, or any covenant, grant or article contained in the said Indenture, or of any assurance, estate or conveyance to be made of the Premisses or any parcel thereof to the said A.B. and C D. or either of them, their Heirs or Assigns, or of any bond made or to be made for the performance of any of them, without the consent and agreement of the said C. his Heirs or Assigns, first obtained in writing for the same. And further, the said A.B. covenanteth and granteth, &c. that if the default be made in payment of the said sum of two hundred pound by the same E. F. his Executors and Assigns, in part or in all contrary to the form aforesaid: That then the said A. B. and C.D. and their Heirs, shall stand and be seized of, and in the moiety and one half of the Premisses to the use of the said C.D. and of his Heirs and Assigns for ever; and that he the same A. B. and his Heirs, and all other claiming by him at all times after, shall do and suffer to be done all such act and acts, thing and

things

things in the Law as shall be advised, devised and required by the said C.D. his Heirs or Assigns, or the learned Council, &c. for the better assurance of the same, &c. to the said C.D. &c. with warranty against A.B. and his Heirs, discharged of incumbrances done by him or any claiming by him, &c. And the said C. D. doth covenant and grant, *ut supra mut. mut. & tuns.* In witness, &c.

An Indenture of Partition.

THis Indenture made, &c. Between, &c. Witnesseth, that whereas the said R.B. and T. B. hold jointly for term of certain years yet during the Parsonage of F. in the County of Y. and all Houses, Stables, &c. *Take the words of the Lease*, thereto in any wise belonging or appertaining of the demise and grant of one W.C. &c. yielding therefore yearly unto R.W. &c. or his Assigns fifty five pound of, &c. at two terms of the year equally during the said tenure, as by the Indenture thereof bearingdate, &c. more plainly may appear. Now the said parties by the advice of honest friends, and with their full and whole consent and agreement, have made division and partition between them of the said Parsonage tithes, and other the Premisses in manner and form following, *viz.* that the said R.P. shall have the one equal moiety or half part of all the said Parsonage house, Glebe lands, Tithes, and other the Premisses in full recompence of his due part and portion of and in the same. And that the said T.B. shall likewise have the other moiety or half part of the said Parsonage, and of all and singular the Premisses in full recompence of his due part and portion of and in the same, *To have and to hold*, to either of the said parties, their Executors and Assigns severally, as is above said from the day of the date hereof, unto the end of the said term of years yet to come. And also it is agreed, covenanted and granted between the said parties; that the said yearly rent of fifty five pound, to be due to the said R.W. or his Assigns, and other charges shall be equally paid and born between the said R.P. and T.B. their Executors or Assigns, Tenants of the said Parsonage, and other the Premisses from time to time during the said term, *viz.* either of them their part and portion allotted as is aforesaid: And for the true meaning, performance, and keeping of all and singular the said portions, covenants, conditions, payments, agreements and articles, either party bindeth himself, his Heirs, Executors and Administrators, to the other in these presents, in the sum of 20 l. of, &c. In witness, &c.

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An Indenture where three have purchased Land jointly, that upon sale thereof all sums of money shall be equally divided between them.

THis Indenture made, &c. Between T.B. of the first part, and A.K. of *London* on the second part, and E.D. of *London* Gent. on the third part, whereas the said parties before the date hereof, jointly together at their equal costs and charges have paid, disbursed and laid out divers sums of money for the full, clear and absolute purchase of, &c. *Recite the Land*, the estate whereof remaineth in the said E. and one M.D. Gent. at the day of the date hereof, to be assured to such person or persons as the said, &c. shall name or appoint. Now this Indenture witnesseth, that it is fully covenanted, granted, condescended and agreed between the said, &c. and every of them covenanteth and granteth for himself, his Heirs, Executors and Administrators, to, and with the other his Heirs, Executors and Assigns, That the whole benefit, commodity and profit, and the sum and sums of money, which at any time hereafter shall be had or received, arising, coming, growing and renuing, of, for or concerning the said Lands before expressed and specified, and every part and parcel thereof by the said, &c. or any of them, or any of their Heirs, Executors, Administrators and Assigns, or any of them, or any other person or persons, by their or any of their means or procurement, shall be equally and indifferently distributed between every of them the said, &c. in such sort, as every of them, their and every of their Heirs, Executors, Administrators and Assigns, shall have their equal part and portion, without any manner of fraud or covin; And also it is further agreed between the same parties, that in case any of them happen to decease at any time hereafter, that then the benefit and profit of the Premisses, shall be to the use of the Heirs, Executors and Assigns of him or them so deceased, in such and the like manner, as if he or they had been alive, and that no advantage or benefit shall be received or taken by any of the parties, for or by reason of any survivorship; And moreover it is fully agreed between the said, &c. that they nor any of them, shall at any time hereafter bargain, sell, grant, convey, assure or alien, nor suffer to be conveyed or aliened, by, or from them or any of them the said Messuages, Lands, Tenements, Hereditaments and Premisses, or any part or parcel thereof, or his or their estate, right, title or interest, of, in, or to the same or any of them, to any person or persons whatsoever, unless it be, by, and with the consent, privity, knowledge or agreement, of such of the said other parties to these presents, as then shall be living, under his or their hands and seals in writing first had and obtained. In witness, &c.

An Indenture, where a Leaſe is granted to three joint-Leſſees, that every of them is to pay his part of the rent, and equal parts in the charges of repairing, and other charges.

THis Indenture tripartite made, &c. Witneſſeth, that whereas the ſaid parties are and ſtand poſſeſſed, of, and in the Meſſuage, Tenement or Inn called the Ship, ſet, lying and being in the Pariſh of, &c. and of one field, &c. and of, in, and all and ſingular houſes, buildings, barns, ſtables, ſhops, ſellers, ſollers, waſte-grounds, entries, iſſues, ways, and all other commodities, rents and profits to the ſame belonging or appertaining, that is to ſay, every of them a full third part of all and ſingular the Premiſſes, into three equal and even parts to be divided, for, and during the ſeveral terms hereafter mentioned, that is to ſay, for and during the term of fourteen years mentioned and granted, in, and by a certain Indenture of Leaſe bearing date, &c. made by one M.N. &c. to the ſaid A.B. of, and touching the Premiſſes, which term did commence at the Feaſt of, &c. then laſt paſt, before the date of the ſame Indenture: And for, and during the term of thirty years mentioned and granted, in, and by the Letters Patents of our, &c. under the great ſeal of *England* bearing date, &c. granted by our ſaid, &c. unto, &c. of and in the Premiſſes; as by the ſaid Indenture of Leaſe and Letters Patents aforeſaid more at large appeareth. It is now covenanted, granted, concluded and agreed, by and between the ſaid parties to theſe preſents, and every of them; and every of them doth ſeverally covenant and grant, to and with the other of them ſeverally by theſe preſents, that they and every of them, and the Executors, Adminiſtrators and Aſſigns of every of them, for his, her, and their, and every of their parts, ſhall not only well and truly content and pay, or cauſe to be contented or paid, the full third part and portion of all and ſingular ſuch yearly rents as are reſerved, in, and by the ſaid Indenture of Leaſe and Letters Patents aforeſaid, and either of them at the days, times and place limited and appointed for the payment thereof, and that from time to time, for, and during the ſaid ſeveral eſtates and terms of years before mentioned; but alſo ſhall at all times hereafter, and from time to time, for, and during the terms aforeſaid, pay, bear, allow and diſburſe the full third part and portion of all ſuch ſum and ſums of money, and other charges whatſoever as ſhall grow due or payable, or be convenient or neceſſary to be born or paid for the reparations of the Premiſſes, or for the recovery or defence of the title thereof, or of any parcel thereof; and

and ſhall alſo condeſcend and agree to all and every ſuch account, ſuit, and other act and acts, which ſhall be neceſſary or convenient to be attempted, proſecuted or done, for, touching and concerning the Premiſſes, or any parcel thereof tending to the profit or benefit of the ſaid parties, and ſhall not do, procure, or cauſe to be done, any act or acts, thing or things, whereby or by reaſon whereof the eſtate, intereſt or title of the ſaid parties, or any of them, ſhall, or in any wiſe may be impaired, hindred, determined or avoided, except it be by, and with the aſſent, conſent and agreement of the other of them in that behalf firſt had and obtained. And further the ſaid A. B. doth covenant, &c. that the ſaid C. D. his Executors and Aſſigns, and every of them ſhall have, occupy, uſe and enjoy all ſuch eaſments, wayes, liberties and paſſages, and ſhall quietly have free egreſs, ingreſs and regreſs into and from the ſaid Inn, Tenement, Field, and other the Premiſſes, for the uſing and occupying a full third part of the Premiſſes, without let or diſturbance of the ſaid A. B. his Executors, Adminiſtrators and Aſſigns, in ſuch manner and form as the ſaid M. N. hath heretofore had, occupied, uſed and enjoyed the ſame Premiſſes: The like covenant to E.F. and the like from C. D. to A.B. and E.F. and the like from E.F. to A. B. and C.D. *mutat. mutand. & tunc.* In witneſs, &c.

The Grant of a Keeperſhip of a Park.

TO all Chriſtian people to whom this preſent writing ſhall come, I A. B. ſend greeting, &c. Know ye, that I the ſaid A.B. for, and in conſideration of the good and faithful ſervice by my Servant E.R. to me heretofore done and hereafter to be done, have given and granted, and by theſe preſents do give and grant unto the ſaid E.R. the office of Keeper of my Park at Y. called B. Park, in the County of C. and alſo his habitation and dwelling in the Lodge belonging to the ſame Park, with the going and paſturing of one Gelding, and ſix Kine yearly within the ſame Park: And further know ye, that I the ſaid A. B. have given and granted, and by theſe preſents do give and grant to the ſaid E.R. allowance of meat and drink for himſelf within my houſe at Y. aforeſaid daily and yearly at all times, and by ſo long ſpace as any hoſpitality or houſhold ſhall be be kept there: *To have and to hold*, occupy, exerciſe and enjoy the ſaid Office of Keeper, and other the Premiſſes unto the ſaid E.R. for term, and during the life natural of the ſame E.R. together with all manner of fees, rewards, vails and advantages, to the ſame Office belonging, incident or appertaining: And furthermore, know ye, that I the ſaid A. B. have given and granted, and by theſe preſents do give and grant unto the ſaid E. R. for the exerciſing of the ſaid

office of Keeper, ſo long as he ſhall truly and faithfully exerciſe the ſame, one annuity or annual rent of four pounds of, &c. to have, hold, perceive and enjoy the ſaid annuity or yearly rent to the ſaid E. R. and his Aſſigns, from the, &c. during the life natural of the ſaid E.R. at the two terms of the year, &c. *viz.* &c. by even portions yearly to be paid, by the receiver of my rents and revenues, the Steward of my houſe, or ſuch other Officer for the time being, as I ſhall appoint for the payment of the reſt of my Servants their wages yearly. In witneſs, &c.

A Deputation of a Bayliff or Receiver.

TO all Chriſtian people, &c. A.B. Bayliff and Collector of the rents, farms and revenues of, &c. Mannors of G. and E. and of all and ſingular Lands, Tenements, Court-leets, Liberties, Fines, Iſſues, Amerciaments, Reliefs, Heriots, Waifs, Eſtrays, and other Poſſeſſions and Hereditaments whatſoever to the ſaid Mannors belonging, with their Members and Appurtenances in the County of, &c. parcel of the Lands and Poſſeſſions of W. late M. of, &c. ſendeth greeting, &c. Know ye that I the ſaid A.B. have conſtituted, deputed and appointed, and by theſe preſents do, &c. C. D. of, &c. to be my lawful and ſufficient deputy, for me, and in my behalf to occupy and exerciſe the ſaid Office of Bayliff, and Collector, and to exerciſe, execute, accompliſh, receive, and do, and cauſe to be exerciſed, executed, accompliſhed, received and done all and every ſuch act and acts, things and things, as in, about, touching or concerning the ſaid Office, ſhall be neceſſary or requiſite to be done, to have, hold, exerciſe and enjoy the ſaid Office unto the ſaid C. D. as deputy of me the ſaid A.B. for, and during the will and pleaſure of me the ſaid A.B. in as ample manner and form, as I the ſaid A.B. ought or might exerciſe, execute, receive, accompliſh, and do in the ſame, if I the ſaid A.B. were, might or ſhould be preſent at the exerciſing, executing, accompliſhment, receiving or doing thereof. In witneſs, &c.

The grant of a Stewardſhip, or keeping of Courts.

THis Indenture made, &c. Between, &c. A.S. of S. in the County of S. Gent. of the one party, and R.K. of L. in the County of B. Gent. of the other party: Witneſſeth, That whereas our ſaid, &c. that now is, by, &c. Letters Patents under the ſeal of, &c. Court of Exchequer, bearing date at *Weſtminſter* the, &c. day of, &c. in the, &c. year of, &c. hath amongſt divers other things therein contained, aſſigned and appointed the ſaid

ſaid A. S. to the office and offices of Steward, and Keeper of Courts and Leets of the Mannor of L. and alſo of the Mannor of B. in the County of S. during, &c. pleaſure, as by the ſame Letters Patents, amongſt divers other things therein contained, more plainly appeareth. Now the ſaid A. S. for divers good cauſes and conſiderations him in this behalf ſpecially moving, hath made, ordained, conſtituted and appointed, and by theſe preſents doth make, ordain, conſtitute and appoint the ſaid R. K. to be his deputy, to exerciſe and execute the ſaid office and offices of Stewardſhip and keeper of Courts and Leets of the ſaid Mannors, and to ſeize and take all Heriots, and to take and receive all profits of Courts and Leets which are or ſhall grow due within the ſaid Mannors or any of them, to have, enjoy, hold, exerciſe and occupy the ſame office and offices, to the foreſaid R. K. during the will and pleaſure of the ſaid A. S. and to receive, perceive and take the wages, fees, allowances, profits and commodities heretofore of right, due, accuſtomed, belonging and appertaining; and the ſaid R. K. doth covenant, promiſe and grant for himſelf, his Executors and Adminiſtrators by theſe preſents, to and with the ſaid A. S. his Executors, Adminiſtrators and Aſſigns, and every of them, in manner and form following, *viz.* that he the ſaid R. K. his Executors and Aſſigns, ſhall and will from time to time, well and truly pay or cauſe to be paid unto the ſaid A. S. his Executors or Aſſigns, all ſuch wages, fees, allowances, ſum and ſums of money, Heriots, profits of Courts and Leets, and other profits and commodities, as for or in reſpect, or by reaſon of the ſaid office and offices of Stewardſhip or keeping of Courts and Leets within the ſaid Mannor, as every or any of them ſhall grow due or payable, or as he the ſaid R. K. by reaſon or in reſpect of the exerciſing or executing thereof, ſhall from time to time receive, perceive, take or make; and alſo that he the ſaid R. K. ſhall not nor will not at any time or times hereafter do, commit or ſuffer to be done any manner of act or thing whatſoever, which ſhall or may be in any wiſe prejudicial or hurtful to the ſaid Letters Patents before mentioned, or the ſaid A. S. his deputy or deputies, in exerciſing or executing the ſaid Patent, or any the office or offices of Stewardſhip, or keeping of Courts or Leets, or any power or authority thereby given or granted, or any thing therein contained. In witneſs, &c.

A Licence for a Buck and Doe, during the life of the Grantee.

WE E.D. &c. for divers good causes and respects us moving have given and granted, and by these presents for us and our Heirs, do give and grant unto our well-beloved servant C. D. our Secretary, during his life one Buck of season in Summer, and one Doe of season in Winter, to be had, taken, hunted and killed at, and within our Park of B. in the County of W. either with dog or bows by the same C.D. or his Assigns, at his or their free liberty, choice and pleasure, during his said life; wherefore we will and command you and every of you, our keeper or keepers there, or your deputy or deputies for the time being upon the sight hereof, or of the true copy hereof signed by the proper hand of the said C. D. that you and every of you, do peaceably and quietly permit and suffer the same C.D. and his Assigns during his said life yearly, from henceforth to have, kill, and take at, or within our said Park, the said Buck in summer, and the said Doe in winter, according to the tenor of this our gift and warrant dormant, any restraint or commandment heretofore had, made or given to the contrary hereof notwithstanding; And this our Warrant, signed and sealed with our proper hand, shall be unto you and every of you a sufficient warrant and discharge against us and our Heirs, at all times in this behalf. Given under our seal and sign manual, &c.

A Condition to cure a Disease, or to repay the money.

THE Condition of this Obligation is such, That whereas the within named A.B. the day of the date within written, hath delivered and given the within bounded C.D. the sum of eight pound in consideration, that the said C. D. should on this side, and before the third day of, &c. next coming after the date within written, cure and make whole the said A.B. of the disease or diseases wherewith the said A. B. is now grieved. If therefore the said C.D. do before the said third day of, &c. next, well and sufficiently, and safely cure and make whole the said A. B. of the said diseases; and also in case the said A. at any time after, and before the Fourth day of, &c. next following, be grieved or vexed with the said diseases or any part thereof, or that the said disease or any part thereof, do before the said Fourth day of, &c. issue or grieve upon any part of the body of the said A. B. then if the said C.D. his Executors or Assigns within twenty days next after the said Fourth day of, &c. do well and truly repay or cause to be repaid unto the said A.B. his Executors, Administrators or Assigns, the said sum of eight pound without fraud or coyn, then, &c.

Not

Not to ſell Lands had by Marriage.

THE Condition, &c. That if neither the within bounded A. B. his Heirs, Executors, Adminiſtrators nor Aſſigns, nor any of them, do at any time or times hereafter, give, grant, bargain, ſell, demiſe, let, ſet, or otherwiſe do away all or any of the Lands, Tenements, Woods, Under-woods, Poſſeſſions or Hereditaments, or any part or parcel thereof, which he the ſaid A. B. now hath and enjoyeth, and is poſſeſſed of at this preſent day, by reaſon of a marriage late had and ſolemnized between him the ſaid A. B. and I. now his wife, &c. lying and being in the Towns, Pariſhes, Hamlets and Fields of S. and H. in the County of C. or elſewhere within the Kingdom of *England*, to any manner of perſon or perſons, without the ſpecial licence, will, conſent and agreement of the within named C. D. his Executors or Aſſigns firſt had and obtained in writing for the ſame. That then, &c.

To aſſure a ſum of money in conſideration of a Marriage.

THE Condition, &c. That whereas the within bounded A. B. intendeth by Gods grace ſhortly to marry, and take to his wife one C. D. ſiſter of the within named E. F. of the ſaid A. B. do by his laſt Will and Teſtament, or otherwiſe without any fraud or covin, in caſe the ſaid C. D. ſhall after marriage had between them ſurvive the ſaid A. B. lawfully give and aſſure to the ſaid C. D. the ſum of five hundred pound, &c. or elſe goods and chattels to the value or worth of, &c. over and beſides ſuch chains, bracelets, jewels and apparel, which the ſaid C. D. ſhall fortune to have at the day of the death of the ſaid A. B. which ſaid ſum of five hundred pound, or elſe the ſaid goods and chattels, which then ſhall be worth the ſaid ſum of five hundred pound, and the ſaid chains, bracelets, jewels and apparel, the ſaid C. D. her Executors, Adminiſtrators and Aſſigns, ſhall and may at all times from the day of the death of the ſaid A. B. peaceably, quietly and lawfully have, uſe, give, let and enjoy, at her and their pleaſure, without any let or interruption of the ſaid C. B. his Executors Adminiſtrators or Aſſigns, or of any other perſon or perſons by his or their means, aſſent or procurement: That then, &c.

To assure an Estate.

THE Condition, &c. that if the within bounden A. B. and C. D. his wife, and either of them and their Heirs (at the proper costs and charges in the Law of the said E. F. his Heirs and Assigns, at all times within the space of two whole years next ensuing the date hereof, do make, assure and convey, or cause to be made and conveyed unto the said E.F. and his Heirs, or to such other person and persons and their Heirs, as the said E.F. and his Heirs shall name and appoint to his and their proper uses and behoofs, such a good, lawful, sufficient and perfect estate or estates, assurance or assurances in the Law, of, and in all the Lands, Tenements and Hereditaments whatsoever, with the Appurtenances both free and copy, which late were G. F. deceased, Father of the said E.F. set, lying and being in B. in the County of C. be it by deed or deeds enrolled, fine, feoffment, recovery, surrender or surrenders, release with warranty against the said A, B. and C. his wife and either of them, and their Heirs, as by the learned Councel of the said E.F. his Heirs or Assigns, shall be reasonably advised or devised, the same Premisses then to be clearly discharged, of, and from all former bargains, sales, gifts, grants, and all other charges, titles, troubles and incumbrances whatsoever they be, had, made or done by the said A.B. and G. his wife, or either of them in the mean time. That then, &c.

That the Lessee shall not carry away any Wainscot or Windows at the end of his Lease.

THE Condition, &c. That whereas the within named A.B. by his Indenture of Lease bearing date, &c. hath demised and to farm-letten unto the within bounden C. D. all that Tenement with the Appurtenances, &c. now in the occupation of the said C.D. for the term of certain years yet enduring, as by the same Indenture more plainly may appear. If therefore the said C.D. &c. do not at the end of the term of years mentioned in the said Indenture of Lease before recited, carry away any of the Wainscot, Settles and Cupboards standing and being in the, &c. or the Keys and Locks being upon the Doors and Cupboards of Wainscot aforesaid of and within the said Tenement, nor take away any of the Windows now standing, appending or appertaining to the said Tenement, but do permit and suffer them there to remain at his departure in as good case as now they are, reasonable wearing only excepted. That then, &c.

The

The Obligee to pay money for Wares delivered in truſt, to another that ſhall make default of payment.

THE Condition, &c. That whereas the within named A.B. hath delivered upon truſt to one C.D. certain Wines amounting to the ſum of, &c. and given him day of payment for the ſame, &c. untill the Feaſt of, &c. if in caſe the ſaid A. B. his Executors, Adminiſtrators or Aſſigns, do not before or at the ſaid Feaſt of, &c. pay or cauſe to be paid unto the ſaid A.B. his Executors, &c. the ſaid ſum of, &c. but ſhall make default of payment thereof or of any part thereof: Then if the within bounden E.F. and G.H. or either of them, or the Executors, Adminiſtrators or Aſſigns of them or of either of them, do well and truly content and pay or cauſe to be paid to the ſaid A.B. his Executors, &c. the ſaid ſum of, &c. or ſo much thereof, as at the ſaid Feaſt of, &c. ſhall happen to be behind and unpaid, That, &c.

To deliver writings to be cancelled at a day certain and place.

THE Condition of this, &c. That if the within bounden A.B. his Executors, Adminiſtrators or Aſſigns, do before the ſecond day of, &c. next coming after the date within written, deliver or cauſe to be delivered to the within named C.D. his Executors, Adminiſtrators or Aſſigns, at or within, &c. all ſuch Indentures, Leaſes, Counterparts of Indentures and Writings, as he the ſaid A.B. or any other by his delivery hath or have, touching the Mannors of, &c. which were made and written before the Eleventh day of, &c. laſt paſt without Fraud or Colluſion: That then, &c.

To ſave one harmleſs for delivery of an Indenture.

THE Condition, &c. That whereas the within named A. B. hath the day of the date within written delivered unto the within bound C. D. one Deed indented bearing date, &c. made from E.F. to G.H. of, &c. of certain Lands in, &c. If therefore the ſaid C.D. his Heirs, &c. do at all times hereafter, and from time to time diſcharge, ſave and keep harmleſs the ſaid A.B. his Heirs, &c. againſt G.S. of, &c. and all and every other perſon and perſons whatſoever, of, for, or concerning the delivery of the ſaid deed, and of, for, and concerning all manner of matters and indemnities, which may by any means acrew and be unto or againſt the ſaid A. B. &c. for, or by reaſon of the ſame: That then, &c.

A Letter of Atturney irrecoverable to receive a debt on a bond with covenant not to release, &c.

TO all Christian people to whom these presents shall come E. A. of, &c. in the County of, &c. Shoomaker, sendeth greeting in our Lord God everlasting: Whereas I. D. of, &c. in the County of, &c. widow, and N. D. son of the said I. of, &c. in the said County Shoo-maker, by their bill obligatory bearing date the, &c. day of, &c. do stand bounden to me the said E. in the sum of, &c. for the payment of the sum of, &c. upon the, &c. day of, &c. next ensuing the date of the said bill obligatory, at, or in the then dwelling house of the said E. A. scituate in, &c. aforesaid, which said bill obligatory is become forfeited: Know ye therefore that I the said E. do by these presents authorize, constitute and appoint my well beloved friend I. E. of, &c. aforesaid Butcher, my lawful Atturney irrevocable for me, and in my name to sue, arrest, attach, prosecute, condemn and imprison the said I. D. and N. D. or either of them, and her, his or their bodies, goods and cattels in execution to take, and out of execution to deliver, either upon satisfaction by composition or otherwise, at the will and pleasure of my said Atturney; acquittances or any other discharges to seal and deliver, Atturney, or Atturneys, to make Councellor or Councellors, to retain, and the same again to revoke, and generally and particularly all and every other matter and thing requisite, necessary or behooffful to execute, prosecute, do and perform, or cause to be so done and performed as fully and largely, as I my self, might or could do, being personally present without any accompt thereof to be yielded unto me, my Executors or Assigns; and whatsoever my said Atturney shall do or cause to be done in, about or concerning the Premisses, I do by these presents ratifie, confirm and allow the same; and also do covenant with and by my self to my said Atturney, not to revoke, disallow, discontinue, deny or be non-suited, in, or otherwise to do any thing that may be hurtful, prejudicial, or any bar or let therein or thereunto by any means whatsoever. In witness whereof I the said E. A. have hereunto set my hand and seal, the, &c. day of, &c.

Sealed and delivered in the presence of

A Letter of Atturney from two Executors of a Bond, sued to a judgment to a Creditor of the Testator.

ALL men shall know by these presents, That we T.D. Gent. and R.M. Gent. Executors of the last Will and Testament of T.H. late of, &c. in the County of, &c. Esq; deceased, have made, constituted, ordained, and in our place and steads have put, and by these presents do make, constitute, ordain, and in our places and steads, do put our trusty and well beloved in Christ, M.F. Widow, late the Wife of T.F. late of, &c. Gent. deceased, our true and lawful Atturney, for us and in our names and steads, but to her own use, to ask, demand, receive and take of Sir H.I. late of, &c. in the County of, &c. the debt due and payable unto the said T. H. in his life-time, by vertue, force, or reason of one Obligation or Writing Obligatory, bearing date the, &c. day of, &c. of the penal sum of 200 l. conditioned for the payment of One hundred seven pounds ten shillings upon the Feast of, &c. then next following, as in and by the said Obligation and Condition thereof may appear: And whereas the said T.H. obtained a judgment against the said Sir H. for Two hundred pounds debt upon the said bond, besides damages or costs of suit: Know ye further, That we the said T. D. and R.M. have authorized and given power, and by these presents do authorize and give power unto the said M. for and in our names, but to her own use to take execution or any other Process upon or by reason of the said judgment against the said Sir H. his Heirs, Executors or Administrators or any of them, or against his, their or any of their Lands, Tenements, Goods, Cattels and Chattels or any of them, and with him, them or any of them to compound or agree at her will and pleasure for the same, and the benefit and profit thereof to her own use, to receive and take; and him the said Sir H. to sue, arrest, implead and imprison, and out of prison to set at large, discharge and release at her will and pleasure, and all and every other thing and things, which in or about the obtaining or getting of the said debt and damages, or any part or parcel thereof shall be needful or necessary to be done, to execute and do in as large, ample and beneficial manner and form to all intents and purposes, as we the said T.D. and R.M. may, can, might, could, should or ought to do by vertue, force and reason of the said recited Obligation or Writing Obligatory or the Condition thereof, or by vertue, force or reason of the said judgment thereupon had. In witness whereof we have hereunto set our hands and seals the, &c. day of, &c.

Sealed and delivered in the presence of, &c.

A

A Letter of Atturney of a mans estate in general, in consideration of several Debts and Engagements.

TO all to whom these presents shall come, I F. G. of, &c. in the County of, &c. in *Ireland*, Merchant, send greeting, Whereas I am indebted unto R. G. my Brother in the sum of five and fifty pounds, and he and B. G. one other of my brothers shall stand engaged for several sums of money, the proper debts of me the said F. G. and have already paid for me the sum of thirty pounds. Now know ye that I the said F. G. for and towards the payment and satisfaction of the said moneys, and for divers other good considerations me thereunto moving, have granted, assigned, bargained and sold, and by these presents do freely and absolutely grant, assign, bargain and sell unto the said R. G. and B. G. all and all manner my goods and chattels, debts, moneys and all other things of mine whatsoever, as well real as personal, of what kind, nature or quality the same are, be, or shall be found, or otherwise whersoever within the Kingdom of *Ireland* or territories, to have and to hold the same and every part and parcel thereof, unto the said B. G. and F. G. their Executors, Administrators and Assigns, for ever, to the only proper use of them, their Executors, Administrators and Assigns for ever. In witness whereof I have hereunto set my hand and seal the, &c. day of, &c.

Sealed and delivered in the presence of

A Letter of Atturney of several sums of money due from one person.

KNow all men by these presents, that I F. G. of, &c. in the County of, &c. Merchant, for divers good and valuable considerations me thereunto especially moving, have made, assigned, constituted and ordained, and by these presents do make, assign, constitute and ordain W. L. of *London* Taylor, my true and lawful Atturney, in my name, but to the only proper use of him the said W. L. his Executors and Administrators, to demand and receive all such sum and sums of money as are due or owing to me from E. K. of, &c. in the County of, &c. clothier, any manner of ways howsoever, and for default of payment to sue, arrest, attach, implead, condemn and imprison the said E. K. and his body, goods and chattels in execution to take, and out of execution to deliver, either upon satisfaction composition or otherwise, at the will and pleasure of my said Atturney, acquittances or any other discharges in my name to seal and deliver; Atturney or Atturneys one or more under him the said

ſaid W.L. to make, and ſubſtitute and revoke: and generally to do, and execute, proſecute and determine all and every other act and acts, thing and things whatſoever, which in or about the Premiſſes ſhall be needful or expedient, as fully and effectually and in as large and ample manner, to all intents and purpoſes, as I the ſaid F.G. might or could do perſonally, without any accompt thereof to be yielded to me, my Executors or Aſſigns; and whatſoever my ſaid Attorney ſhall do or cauſe to be done, in, about or concerning the Premiſſes, I do by theſe preſents ratifie, confirm and allow the ſame. In witneſs whereof I have hereunto ſet my hand and ſeal the, &c. day of, &c.

Sealed and delivered in the preſence of

A ſhort Bill of Debt from one to one.

KNow all men by theſe preſents, That I B.G. of, &c. Barber-Chirurgion, do owe unto M. R. of, &c. Gent. the Sum of four and twenty pounds of lawful money of *England* to be paid to the ſaid M. his Executors, Adminiſtrators or Aſſigns, on the &c. day of, &c. now next enſuing the date hereof, to the which payment well and truly to be made at the time aforeſaid, I bind me, my Heirs, Executors and Adminiſtrators unto the ſaid M. R. his Executors and Adminiſtrators in the Sum of Forty pounds of Lawful money of *England*, firmly by theſe preſents. In witneſs whereof, I have hereunto ſet my hand and ſeal the, &c. day of, &c.

Sealed and delivered in the preſence of

An Aſſignment of certain Debts, with a Letter of Attorney to receive them.

KNow all men by theſe preſents, That I F.G. of, &c. in the County of, &c. in *Ireland*, Merchant, for divers good and valuable conſiderations me thereunto eſpecially moving, have granted, aſſigned and ſet over unto my Brothers B.G. and R.G. all ſuch debts and ſums of money, bills, bonds and ſpecialities which are owing from, or remain in the hands of L.T. of, &c. aforeſaid, Yeoman, and all ſuch other debts and ſums of money which are due and owing to me from any perſon or perſons, inhabiting within the Kingdom of *Ireland* or elſewhere: And I the ſaid F. G. have likewiſe Aſſigned, conſtituted and ordained, and by theſe preſents do Aſſign, Conſtitute and Ordain the ſaid R. G. and

B.

B. G. and either of them jointly and severally my true and lawful Atturney and Atturneys in my name, but to the only proper use of them the said R. and B.G. their Executors and Administrators, to demand and receive the said debts and sums of money, and for default of payment, to sue, arrest, attach, condemn and imprison the said debtors, and their bodies, goods and chattels in execution to take, and out of execution to deliver, either upon satisfaction by a composition, or otherwise at the will and pleasure of my said Atturneys, acquittances, or any other discharges in my name to seal and deliver: Atturney or Atturneys one or more under them the said R. and B.G. to make, substitute and revoke; and to do and execute whatsoever act or thing shall be needful or expedient in or about the Premisses as fully and in as large manner to all intents and purposes, as I the said F. G. might or could do personally, without any accompt thereof to be yielded to me, my Executors or Assigns: and whatsoever my said Atturneys shall do or cause to be done, in, about, or concerning the Premisses, I do by these presents ratifie, confirm and allow the same. In witness whereof; I have hereunto set my hand and seal the, &c. day of, &c.

Sealed and delivered in the presence of

A Grant of the next donation of a Benefice.

TO all to whom this present Writing shall come, I A.B. of C. in the County of D. Gent. send greeting. Know ye that I the said A.B. the undoubted Patron of the Parish-Church of E. in the County of F. for good considerations me thereunto moving, have given and granted, and by these presents do give and grant unto G.F. of I. in the County of K. Gent. the first and next advowson, nomination, donation, collation, presentation and free disposition of the aforesaid rectory of E. in the said County of F. with all his rights, members and appurtenances whatsoever, when it shall be void either by death, resignation, or otherwise. In witness whereof, &c.

FINIS.

Wm Beavins
His Book
Ao 1740



1 2 3 4 5 6 7
8 9 10 11 12 13 14



PART IV.

The acknowledging of a Deed before a Judge in the Kings-Bench.

MEmorandum, *Quod die Venr. prox. post oct. St. M. isto eodem Termin. coram Dom. Rege apud* Westm. J. K. nunc *Justic. Dom. Regis ad placitam in Cur. ipsius Dom. Regis coram ipso Rege tenend. Assignat. hic recordat. quod quinto die* Aprilis, *Anno, &c. coram ipso Justic. apud domum mansionalem suam in* Haddon-garden, Mid. *ven.* T. N. *de, &c. in propria persona sua, & protulit coram ipso Justic. tunc ibid. quandam Indenturam suam quæ cogn. esse factum suum, & petiit quod Indenturam illam ut factum suum coram ipso Domino Rege de Recordo Irrotulat. Quam quidem Indenturam profat. Justic. per manus suas propr. mòdo libavit hic in cur. in forma predict. Irrotulatur. Irrotulat. & in hac quæ sequitur forma.*

The Reversal of an Utlary in the Kings-Bench.

DOminus Rex misit Vic. D. brc. suum Clausum in hæc verba: Carolus, &c. (then recite the whole Exigent to the end) *Quod quidem brc. sic retorn. fuit,* (then recite the whole retorn) *Et modo ad hunc diem* Mercurii *prox. post oct. Pur. isto eodem Termino coram Domino Rege apud* Westm. *ven. pred.* W. N. *in propria persona sua, & reddit se calid. Mart. Cur. hic ex assione utlagarie pred. & statim dicit, quod nullum brc. Domini Regis de Proclam. emanavit versus pred.* W. N. *in placito predict. per quod urgere Statuti inde edit. & provis. utlagatia pred. versus pred.* W. N. *ut proferatur promulgat. & habit. vacua & nullius vigoris existit, & hoc parat. est verificare, unde petit Judicium, & quod utlagaria pred. versus ipsum* W. N. *ut proferitur promulgat. & habit. revocet. & evacuet. & quod ipse idem* W. N. *ad omnia quæ ipse ex assione utlagaria pred. amisit restituat. Et super hoc pred.* W. N. *juxta formam Statuti inde edit. & provis. inveniri sufficiat. Manucapt. scilicet* J. W. *de* B. *in Com.* Ebor. *Gen. & R. A. de* F. *in Com. pred. Qui quidem*

manucaptores seperatim cogn. seipsos debere prefat. W. P. separales summas viginti libras quas quidem seperales summas manucaptores pred. concessit & utera, eorum concessit de terris & catallis suis respective levari ad usum pred. W. P. sub conditione quod idem W. P. compereat & respondeat prefat. W. P. in novo brev. Original. pro eodem causa in brev. de exig. fac. pred. superius mencionat. Ac satisfaciat condempnationem recuperaud. si pred. W. P. incipiat sectam suam superinde infra duos Terminos prox. sequend.

A special Verdict upon an Indictment for a Rape.

MEmorand. *Quod ad Generali Gaol deliberationem Dom. Regis Com. jus Suff. pred. tent. apud* B. Sct. Edm. *in Com. pred. die* Mercurii xxxi Julii, *anno Regni Dom. nostri* Caroli *Dei grat.* Angl. Scot. Fran. & Hiber. *Regis fidei Defens. &c. probo coram* Roberto Heath *Mil. Capital. Justic. dicti Dom. Regis de Banco, &* Roberto Barkley *Mil. uno Justic. dicti Dom. Regis ad placita coram ipso Rege tenend. assignat. Justic. ejusdem Regis ad Gaol. illi de Prison. in ea existen. deliberand. assignat. necnon ad diversis Felon. tranigress. & alias malefact. in eodem Com. perpetrat. audiend. & terminand. assignat. per sacrum* A B *&c. probor. & legal. hom. Com. pred. extitit present. quod* R. M. *nuper de* F. *in Com.* Indict. *pred.* Laborer, *Deum pra oculis suis non habens, sed instigatione diabolica mot. & seduc. primo die* Septembris, *anno Regni Dom. nostri Car. Dei grat.* Angl. Scot. Fran. & Hibern. *Regis fidei Defens. &c. ultimo, vi & armis, &c. apud* F. *pred. in Com. pred. in & super quendam* R. W. *infra etat. decem Annorum (videlicet) etat. ocl. Annorum & non supra, in pace Dei & dicti Dom. Regis adtunc & ibid. in quodam Cubiculo in domo cujusdam* J. R. *apud* F. *pred. in Com. pred. existen. insult. fecit, & ipsam* R. *adtunc & ibid. felon. illicit. & carnalit. cognovit & abusus fuit, & eandem* R. *adtunc & ibid. violent. & contra voluntate ipsius* R. *Felonice rapuit, contra pacem dicti Dom. Regis nunc, Coron. & Dignitat. suas &c. necnon contra formam Statuti in hujusmod. casu edit. & provis. &c. Et modo scil. dicto die* Mercurii xxxi *die* Julii *Anno supradicto coram prefat.* R. H. & R. B. *Justic. supradict. apud* B. *pred. in Com. pred. ven.* R. M. *sub Custod.* W. S. *Mil. Vic. Com. pred. ad Barram hic duct. in propria persona sua, & statim de Felon. pred. ei superius impet. allocut. qualit. se velit inde acquietari dict. quod ipse in null. est culpabilis, & inde de bono & malo pon. adtunc & ibid. se super patriam.* J. *immediate ven. inde Jur. coram prefat. Justic. ibid. &c. & Jur. Jurat. pred. pur prefat. Vic. ad hoc Impannelat. exact. filit. venet. qui ad veritatem de premiss. dicend. electi triat. & jurat. dic. super Sacrum meum suum, quod pred.* R. M. *in pred. Indictament superius nominat. pred. primo die Sep. Anno supradict. pred.* R. W. *in Indictamint. pred. superius mencionat. Virginem & infra etat. decem Annorum adtunc & ib. existen. apud* F. *pred. in Com. pred. illicit. & insult.*

Exit.

Special Verdict.

insult. &c. & adtunc & ibid. adarsit pred. R. in secretis partibus corporis ipsius R. penetrasit tandem R. & eatenus habuit carnal. cognit. Corporis ejusdem R. W. quod illicite violavit & abusus fuit pred. R. pro dimissionem luminis ipsius R. M. super partes secretas ipsius R. W. Sed utrum super totam materiam pred. per Jur. pred. in forma pred. compert. videbitur quod pred. R. M. sit culp. de Felon. pred. in indictament. pred. content. & spec. contra formam Statut. pred. modo & forma pred. per indictament. pred. superius versus supponit. unde Jur. pred. penitus ignorant. & inde pet. advisament. Justic. pred. & Cur. hic, &c. & super totam materiam per Jur. pred. in forma pred. comp. videbitur pref. Justic. & Cur. hic quod pred. R. M. Felonice carnalit. cognovit & abusus fuit pred. R. W. contra formam Statut. pred. modo & forma pred. per indictament. pred. superius versus eum supponit. &c. Et quod pred. R. M. nulla habuit bon. Catall. &c. sive tenent. tempore Felon. pred. nec unquam postea ad eorum notitiam, & si super totam materiam pred. per Jur. pred. in forma pred. compert. videbit. pref. Justic. & Cur. hic quod pred. R. M. non abusus fuit, nec carnalit. cognovit pred. R. W. contra formam Statuti pred. tunc Jur. pred. dicunt super sacramen. suum pred. quod pred. R. M. non est culpabilis de Felon. pred. contra formam Statut. pred. prout idem R. placitando allegavit, nec ea Actione unquam se retraxit.

An Annuity by Deed, &c.

TO all Christian People to whom these presents shall come, *A. B.* of *C.* in the County of *S.* Esq. sendeth greeting in our Lord God everlasting. Know ye, That the said *A. B.* for divers good causes him thereunto moving, hath confirmed, given and granted, and by these presents doth give and grant (by the power aforesaid) unto *E. F.* and his Assignes, one Annuity or yearly Rent of 12 *l.* of lawful English money, to be well and truly paid unto the said *A. B.* out of all those Messuages, Lands, Tenements, and Hereditaments, with other of their several and respective Appurtenances, lying, scituate, and being in *P.* late in the possession of *I. M.* known, or commonly called by the Name of *H*'s Tenements, To have and to hold, receive, and take the said Annuity or yearly Rent of 12 *l.* &c. to him the said *E. F.* and his, &c. after the decease of the said *A. B.* for, and during the time of, &c. if the said *E. F.* so long shall have life and health; the same to be had, received, taken, and paid by, and to him the said *E. F.* &c. at the Feast-days of St. *Michael* the Arch-Angel, by even and equal portions; the first Payment thereof to begin and take commencement at such of the said Feasts as shall first and next happen after the death of the said *A. B.* with a clause of distress, &c. as aforement. &c.

A Grant of an Annuity to a man and his wife during their lives &c.

THis Indenture made the, &c. between *A. B.* of, &c. in the County of *S.* Esq; on the one part, and *C. D.* Gent. of *L.* and *A.* his wife, on the other part, witnesseth, That he the said *A. B.* of, &c. in the County of *S.* aforesaid, for, and in consideration of 12 l. of, &c. whereof, and wherewith they acknowledge themselves satisfied, &c. hath given and granted, and by these presents doth give and grant for him, his Heirs, &c. unto the said *C. D.* of *L.* and *A.* his wife, the Annual Rent of fifty pounds of lawful, &c. by the year, by the said *A. B.* his Heirs, &c. from henceforth yearly to be paid to the said *C.* and *D.* and their Assignes, by, and during the term of their natural lives, and the life of the longest liver of them, at, or in the now dwelling House of the said *C.* scituated, lying, and being in *L.* &c. by equal portions in every year, that is to say, on the, &c. the sum of, &c. and on the twenty fourth, &c. the like sum of, &c. the first payment to begin, and to be made on the twenty fourth, &c. or on the fourth day of, &c. and so from thenceforward the said Annuity or yearly Rent to have continuance, and to be yearly paid to the said *C.* and *D.* and their Assignes, &c. upon the said dayes and appointed times, and at the said places, during the time of the lives of the said *C.* and *A.* and the life of the longest liver of them. And the said *A. B.* doth covenant to, and with the said *C.* and *A.* his wife, That if, and as often as it shall happen, the said Annual rent of, &c. or any part or parcel thereof, to be behinde or unpaid, in or after the said twentieth, &c. or on the twenty fourth of, &c. that then, and so often as that shall happen, during the term of the lives of the said *C.* and *A.* the said *A. B.* his Heirs, Executors, or Administrators shall forfeit and lose to the said *C.* and *A.* and their Assignes, the sum of 5 l. of, &c. in the Name of a penalty, and thereof shall make true payment to the said *C.* and *A.* and their Assignes with that part of the said Annuity of, &c. whereof default shall be made as aforesaid; and for the consideration aforesaid, and for a good and certain surety and assurance to be had and made to the said *C.* and *A.* of, and for the said Annuity of, &c. to them the said *C.* and *A.* well and truly to be paid every year during the term of the lives of the said *C.* and *A.* and the life of the longest liver of them, according to the intent and true meaning of these presents; The said Sir *A. B.* for him, his Heirs, &c. doth covenant, give and grant to the said *C. A.* his Heirs, &c. by these presents, That the said Sir *A. B.* before the twenty sixth day of, &c. next ensuing, &c. by Fine or Fines to be levied, with Proclamations before his Highness's Court of Common Pleas at *Westminster*, according to the order and course of the Laws and Statutes of this Commonwealth, between the said *C.* and his said Wife, Plaintiffs, and

and the said Sir *A. B.* Baronet, shall and will recognize all the whole Meſſuage or Tenement now in the occupation of the said Sir *A. B.* or his Farmers or Tenants, and all Barns, Stables, out-Houſes, with other the Appurtenances thereunto belonging, or occupied demiſed, or leaſed to, or with the ſame: and all thoſe Lands, Tenements, &c. and all and ſingular the Meſſuages, &c. of the ſaid *A B* in the Towns, Fields, &c. of, &c. in the County of, &c. by ſuch convenient Name or Names as are, or ſhall be deviſed to be the right of the ſaid *C D*, as thoſe which the ſaid *C D* and *A* his wife, ſhall have of the gift of the ſaid *A B*, and the ſame by the ſaid Fine ſhall remiſe and quit claim of him the ſaid *A B* and his Heirs to the ſaid *C* and *A*, and the heirs of the ſaid *C* for ever: and further the ſaid *A B* ſhall by the ſame Fine grant for him and his Heirs, that he ſhall warrant the ſaid premiſes with the appurtenances to the ſaid *C* and *A*, and to the Heirs of the ſaid *C* againſt him the ſaid *A B*, and his Heirs for ever: Which ſaid Fine or Fines, and all and every of the ſaid Fines to be levied by the ſaid *A B* to the ſaid *C* and *A*, and the Heirs of the ſaid *C*, or in any other manner of the ſaid premiſes, with the appurtenances, or of any part or parcel thereof, before the next Quinzieth of, &c. next enſuing, by the Name or Names aforeſaid, or by any other Name or Names whatſoever, ſhall be to the uſe and behoof of the ſaid *C D* and *A* his wife, and of the Heirs of the ſaid *C D*, until a perfect recovery may be had of the premiſes againſt the ſaid *C D* and his wife, by *R. S* and *R H*. And the ſaid *R H*, and the ſaid *C D*, for himſelf, and *A* his wife, and for the Heirs and Aſſignes of him the ſaid *C*, covenanteth with the ſaid *A B*. Gent. his Heirs and Aſſignes by theſe preſents, That after the ſaid Fine or Fines had and levied as aforeſaid, he the ſaid *C* and *A* his wife, ſhall ſuffer the ſaid *R S* and *R H* to ſue and proſecute one Writ of Entry *Sur diſſeiſin in le poſt*, before the ſaid Juſtices, &c. at *Weſtminſter*, againſt the ſaid *C* and *D* and *A* his wife, of all and ſingular the ſaid Lands, Tenements, &c. with other the appurtenances by ſuch convenient names and qualities as by the ſaid *A B* his Heirs, &c. or by his or their counſel learned, ſhall be reaſonably deviſed, or adviſed; in, and by which Writ of Entry *Sur diſſeiſin in le poſt* ſo to be brought, the ſaid *C D* and *A* his wife, ſhall appear and vouch to warranty the common Vouchee, who after his Entry into the Warranty, and Imparlance being had, ſhall make default, to the end one common recovery may be had and proſecuted in all things, according to the uſual manner and form of common Recoveries for aſſurances of Lands, &c. in ſuch caſes provided, uſed and accuſtomed; and that the ſame Recovery ſhall in due form of Law be executed accordingly. And it is witneſſed, declared, covenanted and fully agreed by, and between the ſaid parties to theſe preſents, That the ſaid Recovery ſo to be had and proſecuted, and all other Recoveries of the premiſes, or any part thereof, between

the said parties or any of them, before the said, &c. of, &c. next, &c. and the full execution of them, and every of them; and also the said Fine and Fines after the said Recovery so had and suffered, and also all and singular other Fines and Recoveries whatsoever, heretofore had, levied, acknowledged, and suffered, or to be had, &c. of the said premises, or of any part thereof, by what Name or Names soever, shall be adjudged and taken to be to the uses, intents and purposes hereafter in these presents mentioned, limited and expressed, and to none other use, purpose or intent; that is to say, to the use and behoof of the said *A B*, and of his Heirs and Assignes, until default shall be made in payment of the said Annuity or Annual yearly Rent of, &c. before by these presents granted as aforesaid, or of any part thereof, contrary to the true meaning of these presents; and from, and immediately after such default in payment had and made, as aforesaid, then the said Fines, Recoveries, and other the said Assurances aforesaid, shall be adjudged and taken to the only proper use and behoof of the said *C* and *A*, and of the Heirs and Assignes of the said *C* for ever, and to none other use, purpose, or intent, any thing before in these presents contained, or any other matter or thing whatsoever to the contrary, in any wise notwithstanding; and the said *A B*, for him, his Heirs, and Assignes, covenanteth with the said *C* and *A*, &c. in form, &c. *viz.* That all and singular the said Messuages, Lands, Tenements, and Hereditaments, and all and singular other the premises, together with all their appurtenances, from and after any default of Payment happening contrary to the effect and tenor of these presents, of, or in the said Annuity, or any part thereof, shall be and remain unto the said *C* and *D*, and to the Heirs, &c. of the said *C* for ever, clear and free discharged, exonerated, and acquitted, or otherwise by the said *A B*, his Heirs, &c. from time to time, and at all times sufficiently saved harmless, and from all and singular Farms, Grants, Bargains, Sales, Leases, Charges, Estates, Bonds, Titles, Fine and Fines, for alienation by these Presents, Joyntures, Dowers, Title of Dower, Mortgagements, Arrearages of Rents, and all other incumbrances whatsoever; the chief Rents and Services to be due and payable to the chief Lord or Lord of the Fee, or Fees of the premises in respect of their Seigniories onely; and all Leases made of the premises, or of any part thereof, for term of three lives, or one and twenty years, whereupon the old and accustomed Rents or more, is reserved, and shall be yearly payable, after such default made to the said *C* and *A*, and the Heirs of the said *C* always excepted and foreprised. And further, the said *A B* covenanteth, That if it shall happen that default be made thereof contrary to the intent, purpose, and tenor of these presents, of, or in payment of the said Annuity or yearly Rent of, &c. that then, and at the time of such default made, and from thenceforth for ever, the said premises shall be, or lawfully may be,

and

and continue to the said *C* and *A*, and to the Heirs of the said *C* for ever, or the full and clear yearly value of, &c. above all charges and reprises; and that the same be now so holden and settled; and further, that then, and for ever after the time of any such Default happening in payment of the said Annuity, the said *C* and *A*, the Heirs of the said *C* for ever, shall or may lawfully and quietly have, hold, and enjoy all and singular the said Manors, &c. and then also, and from thenceforth shall or may lawfully levy, take, receive, and enjoy all and singular the Rents, &c. thereof, and of every part thereof, to the only use and behoof of the said *C* and *A*, and of the Heirs of the said *C* for ever, without let, molestation, action, suit, entry, disturbance, or other interruption of the said *A B* his Heirs and Assignes, or any of them; and without any lawful action or molestation, &c. of any other person or persons whatsoever, except before excepted: and also the said *A B* doth grant, gratt, and promise, &c. That he the said *A B* his Heirs & Assignes, within six moneths next after any default made contrary to the form and effect of these presents, of, and in any part of the payment of the said Annuity, shall and will safely deliver, or cause to be delivered to the said *C* and *A*, their Heirs or Assignes, or to some of them, at the now dwelling House of, &c. all and singular such Deeds, Charters, Evidences, Books of Survey, Tenures, Muniments, and Monuments, concerning the premises onely, or any parcel or part thereof, or which the said *A B* now hath or shall have and his Heirs then shall have, without any suit in the Law or other Charge whatsoever, may then get, or come by, together with other true Copies of all the Manuscripts or Writings, &c. which do concern the premises, or any part or parcel thereof, joyntly with other Lands, Tenements, &c.

Provided always, That if the said *A B*, his Heirs, &c. shall happen not to make true payment according to the true intent and meaning in these presents above declared, of the said Annual or yearly Rent, &c. and of all sum or sums of money to be satisfied, *Nomine pœnæ*, as aforesaid, and of every part or parcel of them, or shall fail and make default in payment of the same, or any part or parcel thereof, contrary to the true meaning and intent of these presents; so that the said *C* and *A*, and the survivors of them, or their Heirs, Executors, or Assignes, or the Heirs, &c. of either of them, then by reason of such default, shall, or may from thenceforth lawfully possess, enjoy, receive, and take all and singular the Rents, &c. of all and singular the premises, with all the appurtenances thereunto belonging, according to the form and effect of these presents as is above specified, and declared; and that then the said Annuity above granted to the said *C* and *A*, &c. and the longest liver of them, shall cease, determine, and be no longer paid. And moreover the said *A B*, covenanteth, &c. that he the said *A B*, his Heirs,

Son and Heir of now wife of the said A B, and all and every other person or persons, [otherwise than such Leases as shall lawfully claim for, and by reason of their Leases and Estates to be excepted] which have, or shall have, or shall let, or may lawfully claim to have any estate, Title, Right, or Interest of, in, or to the said premises, with their appurtenances belonging, or any part or parcel thereof, shall and will not only at all times during five years next ensuing the date hereof, upon reasonable request, acknowledge, make, do and suffer, and cause, &c. all and every such act and acts, thing and things, as by the said C and A, or either of them, or the Heirs and Assignes of the said C, or by their Counsel learned in the Law, shall be lawfully devised or advised for the further assurance, surety or conveyance, and sure making of all and singular the said Manors, Farms, &c. to be had, conveyed, and made sure to the said C and A, and to the Heirs and Assignes of the said C, to the onely use and behoof of the said C and A, and of the Heirs and Assignes of the said C for ever, according to the true form and effect of these presents, and upon the conditions therein expressed and declared, and not otherwise; but always, and at all times during seven years next after any default made contrary to the intent and meaning of these presents, of, or in payment of the said annual, or yearly rent of, he shall and will, at or upon the reasonable requests, and at the costs and proper charges in the Law of the said C and A, or either of them, &c. make, do, acknowledge, &c. all and every such lawful act, as the said C and A, or either of them, &c. shall devise or advise therein, by their, or either of their Counsel, &c. for the further assurance of all and singular the said Manors, Lands, Tenements, &c. to be had, conveyed, and made sure to the said C and A, and to the Heirs and Assignes of the said C, and for the onely use of the said C and D, and of their Heirs and Assignes for ever, without any manner of let or molestation soever; and also that the said A B, his Heirs, &c. within one year next ensuing the date hereof, shall and will deliver, or cause to be delivered to the said C and A, or the Survivors of them, or to their Heirs, &c. at the new dwelling-house, &c. one Book of a plain and perfect Survey of all the said Messuages, Lands, &c. and of all and other the premises, with their appurtenances, containing and expressing the Names of the Tenants and Occupiers of the Land, and their Estates, and the yearly Rents and Services, fairly and plainly written; and the said C D, for himself, and the said A his Wife, doth covenant and grant, &c. by these presents, That they the said C and A, or their Assignes, or the Survivor of them; or his and her Assignes, upon the receipt of every payment of the said Annuity of, &c. or sums, &c. forfeited (*Nomine pœnæ*) to them, or any of them, to be made hereafter according to the true intent and meaning of these presents, shall and will, upon request thereof to be made, deliver a writing under their hand, (or under the hands

of

D.

of the Survivors of them) plainly testifying and expressing the same receipt and payment from time to time so often as the said A and B, or their Assignes, &c. or his or her Assignes shall receive any such payment. *In witness whereof*, &c.

An Annuity for term of years, &c. with liberty to sell the Distresse.

THis Indenture made the, &c. between *D H* of *N*, in the County of *M*, Yeoman, on the one party, and Sir *D L*, Citizen and Alderman of *L*, on the other party, witnesseth, That the said *D H*, in full satisfaction of all Debts, Duties, and Perquisits, which *D* of *L* Esquire deceased, did at the time of his decease owe unto the said Sir *D L*, hath for him, his Heirs, &c. and for every of them, given, granted, and confirmed, and by these presents for him, his Heirs, &c. and for every of them, doth give, grant and confirm unto the said *D L*, his Executors, &c. one Annuity or yearly Rent of 20 l. of lawful English money, &c. yearly to be issuing and going out of all that Park or Grounds commonly called by the Name of Park-wood, in the Parish of *N*, in the County of *S*, and out of all whatsoever Lands, Mills, Tenements, Woods, Underwoods, and Hereditaments whatsoever, lying, and being in the Park-Wood aforesaid, as out of all and singular other the Lands, Tenements, and Hereditaments of the said *D H*, within the County of *S*. To have, hold, receive, levy, take and enjoy the said Annual Rent of twenty pounds, of, &c. unto the said *D L*, his Executors, &c. from the thirtieth of, &c. which shall be in the year of our Lord, &c. for, and during the term of twenty years then next ensuing, to be compleat and ended, payable during the said term of, &c. at the usual place of tender, receipt, and payment of money, commonly called, &c. scituated and being on the west part of *E* in *W*, without fraud or guile, on the first day of, &c. and the first payment of the said Annuity or yearly Rent, to begin on the second, &c. which shall be in the year, &c. And the said *D H*, for him, his Heirs, &c. shall and will truely, during the said term of, &c. upon the second day of, &c. well and truly pay, or cause to be well and truly paid unto the said *D L*, his Heirs, &c. at the, &c. aforesaid, the yearly Rent of twenty pounds; and that if it shall happen the said Annuity of, &c. to be behinde and unpaid in part, or in all, at any of the days or times aforesaid, that then, and so often the said *D H*, his Heirs, &c. and every of them, shall and will forfeit and pay unto the said *D H*, his Heirs, Executors, or Assignes, for every such default in payment, the sum of, &c. in the name of a pain or penalty; and that then, and at all times after from time to time, so often, and when at any default

behind, or any part of the said yearly Rent, or of any part thereof, [illegible] during the said term of, &c. to be made contrary [illegible] aforesaid, it shall and may be lawful unto, and for the said *D L*, his Heirs, &c. and to every of them, as well for the [illegible] sum of, &c. so to be due and unpaid, as for the said, &c. to be [illegible] abovementioned, forfeited and lost, *(Nomine pœnæ)* into the said Park commonly known by the Name of Park-wood, and all and singular other the Lands, Tenements, Hereditaments, and all other the premises, into any part or parcel thereof, to enter and distrain. And the Distress or Distresses then and there so to be had and taken, and [illegible] there lawfully to bear, lead, drive, and carry away, without [illegible] of Falcons or other like of Replevin by the said *D H*, his [illegible] &c. or any of them, or by any other person or persons what[illegible] for them, or any of them; and that the said *D*, his Heirs, [illegible] and every of them, shall and may retain, and keep the same Distress or Distresses irreplevisably until the said *D*, his Executors, Administrators or Assignes, be as well of the said Annuity of, &c. which shall be due, and as aforesaid unpaid, as of the said ten pounds, so to be as aforesaid forfeited, *Nomine pœnæ* and of every part of the said several, as also of the reasonable costs and expences (which shall happen by reason of the non-payment thereof sustained) be fully satisfied, contented and paid; and if it shall happen that the said yearly Rent of 20 l. and the said 10 l. aforesaid to be forfeited, &c. (for which the said Distress or Distresses shall be as aforesaid had and taken) shall be behind and unpaid at the place aforesaid, for the payment thereof, by the space of six days, on, or after any such Distress or Distresses shall be taken, as aforesaid, by the said *D L*, his Executors or Assignes for the said sums, or for any part thereof; that then, and so often it shall be lawful to, and for the said *D*, his Executors, &c. and every of them, to cause the same Distress or Distresses to be [illegible] and prized, and according to the said prizement to his or their own use to retain, or otherwise to sell the same at the will and pleasure of the said *D*, his Executors, &c. for the satisfaction and payment as well of the said Annuity or yearly Rent, &c. as of the said, &c. and also of the said Costs, Damages and Expences; and the said *D H* hath put the said *D L*, in full possession and seizin of the said Annuity, by the delivery and payment to the said *D* at the sealing and delivery of these presents, 6 d. &c. of, &c. And moreover the said *D H*, for him, his Heirs, &c. doth covenant, promise and grant by these presents, in form, &c. that the said Park, Lands, Tenements, and Hereditaments, out of which the aforesaid yearly Rent of 20 l. is limited to be issuing, and every part or parcel thereof, shall be from and after the said thirteenth of, &c. *Anno Dom.* 1680. for and during the said term of one and twenty years from time to time, and at all times during the said term aforesaid, when, and as often as the said Annual Rent of, &c. and the said ten pounds

to

to be forfeited, &c. as above; and if any part thereof shall be behind and unpaid at the place aforesaid, &c. and no payment thereof, contrary to the limitation aforesaid, &c. overt, and sufficient to the Distress of the said D, and then the said D, his Executors and Assignes, and every of them, shall and may from, and after the said 30 day, &c. during the said term of, &c. according to the true meaning of these presents, have, receive, and take the said Annuity or yearly Rent of 30 l. without any let, denial, or other interruption or hinderance of the said D, his Heirs and Assignes, or any of them, or any other person or persons whatsoever, by his or their means, right, or procurement; and that he the said D, at the time of the sealing and delivery of these presents, is seized in his Demesne, as of fee, his and their own use, of such good estate in Fee-simple, of in three parts, in four parts to be divided of all the said Grounds, called by the name of Parkwood, as was granted to and his Heirs by his Highness under Letters Patents, dated at Westminster, and of, and in the fourth part thereof, of such good lawful estate as was to him granted and assigned; and that the said D, his Heirs, &c. shall well and truly pay, or cause to be paid unto his Highness, his Heirs and Successors, two hundred pounds, &c. according to the limitation, meaning, and true intent of these presents. *In witness whereof, &c.*

A Grant of an Annuity out of Land for term of Life.

THis Indenture made, &c. between *R B* of *E*, Esq; on the one party, and *R K*, Citizen, on the other party, witnesseth, That the said *R B*, in consideration, &c. hath given, granted, and by these presents doth give and grant to the said *R K*, one Annuity or yearly Rent of 30 l. of lawful money, &c. to be yearly issuing out of all the Manor of the said *R*, with the appurtenances in the County of *M*, called the Manor of *S*, to have, receive, perceive, take, and levy the said Annuity or yearly Rent of 30 l. to the said *R K*, his Assignes, from henceforth, &c. and during the term of the natural life of the said *R*, the same Annuity or yearly Rent to be duly paid to the said *R* or his Assignes, during the life of the said *R*, at his now dwelling-house, scituate in *L*, &c. on the days of the Feast, &c. or on the twentieth day next after every of the same days, between the hours of, &c. by even portions, in manner and form following, that is to say, The first payment thereof to be made the Circumcision, &c. next coming, &c. or on the twentieth day then next ensuing, and so from thenceforth to have continuance and to be paid to the said *R*, or his Assignes, at such times, and in such manner and form as aforesaid, yearly, during the said natural life of the said *R*. And if it happen the said Annual yearly Rent of

[illegible] any part or parcel thereof to be behinde and unpaid [illegible] in the aforesaid, according to the true intent and meaning [illegible] that it shall and may be lawful to and for the said *R.* his heirs and Assignes, for every such default of payment thereof, or of any part or parcel thereof, shall forfeit and pay to the said *R.* his Executors and Assignes, ten pounds, for and in the Name of a penalty; and that then, and at all times, so [illegible] shall happen, from thenceforth it may, and shall be lawful to and for the said *R. K.* his Executors and Assignes, into the premises of *P.* with the appurtenances, and all and singular the premises, and into all and every part thereof, to enter [illegible] to sue for the Annuity or yearly Rent aforesaid, &c. and [illegible] thereof, as also for all and every pain or pains aforesaid, to be forfeited as aforesaid, and all arrearages thereof, and all and every distress and distresses in the premises, or any part thereof so to be found, lawfully to take, and quietly drive, lead, bear, carry away, and with them to hold and keep, until the said yearly Rent, and pain or pains aforesaid, and all Arrearages thereof, together with all their costs and damages in that behalf sustained, shall be fully paid and satisfied. And the said *R. K.* for him, his heirs, &c. doth covenant, promise, give and grant, &c. in manner and form, &c. That the said Manner of *P.* with the appurtenances thereunto belonging, shall be and continue chargeable and liable to all and every the distress and distresses of the said *R.* and his Assignes, according to the true intent and meaning of these presents, there to be had and taken at any time, for default of payment of the said Annuity or yearly Rent, and pain or pains aforesaid so to be forfeited, or any part or parcel thereof, as is above specified.

And further, That always during the natural life of the said *R. K.* the said Manners, and other the premises, shall be conserved of the clear yearly value of 25 l. of lawful, &c. over and above all reprises; and that he the said *R. K.* now is the very true, perfect, lawful, and sole owner of the said Manner of *P.* together with the appurtenances appertaining thereunto, and of every part and parcel thereof, a good, perfect and pure Estate of inheritance in fee-simple or fee-tail, generally to his own proper use and behoof.

And moreover, that the said *R. K.* and his Heirs, if it shall be found hereafter that the assurance of the said Annuity by these presents made, shall not be a full and sufficient assurance thereof, to the said *R.* in manner and form aforesaid, that then upon the information thereof given, and request made to the said *R.* or his Heirs by the said *R. K.* or his Assignes, the same *R.* or his, &c. shall at their own proper costs and charges in the Law, make all such further assurance thereof to the said *R. K.* of the said Annuity for term of the natural life of the said *R. K.* only, as by his, and his learned Counsel, he shall be lawfully and reasonably devised, advised, and required. *In witness whereof*, &c.

A

A Grant of an Annuity issuing out of Land to a man for term of his life with special Covenants.

THis Indenture made, &c. witnesseth, That the said *M S* for and in consideration of the sum of lawful English money, &c. to him before the ensealing and delivery of these presents, paid by *R E*, hath given, granted, bargained and confirmed, and by these presents doth give, grant, and confirm for him and his Heirs, to the said *R E*, one Annuity or yearly Rent of 100 l. of lawful, &c. to be issuing and going out of the Messuage of *E*, in the said County of *S*. To have, hold, levy, and yearly perceive, receive, take and enjoy the said Annuity or yearly Rent of 100 l. to the said *R E*, and his Assignes, from the last day of &c. next ensuing the date hereof, for, and during the term of the natural life of the said *R E*, the same Annuity or yearly Rent, to be yearly paid to the said *R*, and his Assignes, at the place of his now dwelling-house, scituate, lying, and being in *M*, adjoyning to the Church called *S M*, on the twenty fourth day of *November*, and the last day of *J*, between the hours of, &c. the first payment thereof to begin, and to be made on, &c. next coming; and if it shall happen the said Annuity or yearly Rent of, &c. or any part or parcel thereof to be behinde and unpaid to the said *R*, during his life, according to the true intent and meaning of these presents, that then for every such default of payment thereof, or any part or parcel thereof, the said *M S*, his Heirs or Assignes, shall forfeit and lose to the said *R*, his Executors and Assignes, the sum of five pounds of lawful English money, for, and in the Name of a pain; and that then and at all times so often as any such default shall happen, from thenceforth it shall and may be lawful to, and for the said *R*, his Heirs, Executors and Assignes, into all and every of the said Mannors, Messuages, Lands, Tenements and Hereditaments, or any part thereof, to enter and distrain, as well for the said annual rent of, &c. and all arrearages thereof, as also for, and in consideration of every pain and pains aforesaid, so to be forfeited as aforesaid, and every Distress and distresses in the premises, or any part or parcel thereof, to be found, lawfully and quietly to enter and take, lead, bear, drive, and carry away, and them to keep and hold until all of the said yearly Rent of, &c. and pain and pains aforesaid so forfeited, together with all the Costs, Damages, and Arrearages thereof in that behalf sustained, be fully paid and satisfied; and that if every such Distress and Distresses so to be taken and had as aforesaid, shall not (from time to time, so often as any such shall be taken) be redeemed from the said *R*, his Heirs, &c. within the space of twenty days next after the taking thereof; That then it shall and may be lawful to and for the said *R*, and his Assignes, to make sale of all such Distress and Distresses as aforesaid, and

and

and thereof to take, receive, levy, and enjoy the Arrearages of the said Annuity or yearly Rents, and payments of the pain and penalty aforesaid so forfeited, without molestation, impeachment or vexation of any person whatsoever; and that the said S for him, &c. and every of them, doth covenant, &c. by these presents, in manner and form following, that is to say, That he the said, &c. now at the time of the sealing of these presents, is, and standeth lawfully and rightfully seised of a good, perfect, sure, and absolute Estate, &c. in the demesne as of Fee-simple, without any condition, to the only use and behoof of himself and his Heirs, of, and in the said Manor of N. in the County of N. together with the appurtenances thereunto belonging; and if during the life of the said A, the said Manor with the appurtenances belonging, shall be and continue, the said N S, his Heirs and Assignes, of the clear yearly value of, &c. of lawful, &c. or above and beyond all Costs, Charges, and Reprises; and that also during the time the said Manor with the appurtenances in C shall be and continue to the said A, his Heirs and Assignes of the clear yearly value of, &c. of lawful, &c. or above and beyond all Charges and Costs; and the said Manors, Messuages, Lands, Tenements and Hereditaments, and all and singular the premises, with the appurtenances belonging, and every part and parcel thereof, scituate, lying, and being within the said County of N. during the said term of life of the said A, from time to time shall be, continue, and remain liable, chargeable, and sufficient to all and singular the Distresses and Distresses of the said A, and his Assignes, so often as any occasion of Distress shall be given to him or them, according to the true intent and meaning of these presents; and further, that the said Manors, Messuages, Lands, Tenements, and Hereditaments, and all other the premises with the appurtenances belonging, during the life of the said A, now are, shall be, and stand clearly discharged and acquitted, or otherwise sufficiently say'd harmless of, and from all and singular Grants, Titles, States and Incumbrances whatsoever, which contrary to the intent and true meaning of these presents, shall or may bar, avoid, prejudice or hinder the said A, or his Assignes, to have, take, and receive, levy and distrain for, and enjoy the said annual Rents, or any part thereof; and the pain or pains aforesaid, or any parcel thereof, (if any such happen to be forfeited;) And moreover that the said A, during his life, shall be well and truly contented and paid the said Annuity or yearly Rent of 20l. and every part thereof, according to the true intent and meaning of these presents, without any fraud or guile. And the said N. for him, his Executors, &c. covenanteth, &c. that if the said N. his Heirs, &c. do well and truly hold, or serve, perform, fulfil, and keep all and singular Covenants, Grants and Articles aforesaid, touching, for the part of the said S, his Heirs, &c. to be holden, executed, performed, or kept; that then this recognizance

or

writing obligatory, bearing the date of these presents, [illegible]
ed before the Lord Mayor of the City of L. according to the [illegible]
cribed by the Statute of late made and provided the [illegible]
s, wherein the said K. his, &c. doth stand firmly bound by [illegible]
esents to the said M. in the sum of 20 l. shall be made void
frustrate, or else the same recognizance or writing obligatory,
stand and abide in all its force, effect, strength and virtue, [illegible]
ing in these presents above-specified or contained, to the contrary
reof in any case notwithstanding. *In witness*, &c.

An Information in the Kings-Bench upon a Simoniacal Contract.

*Ux. W. L. Gen. qui tam pro Domino Rege qua pro ipsius [illegible]
querit. de A. E. Arm. in Custodia Mar. &c. de placito quod red
dit. Domino Regi & eidem W. qui tam, &c. 400 l. quas ei debet
& injuste detinet, &c. pro eo videlicet quod cum per quendam actum in
Parliamento Dominæ* Elizabethæ *nuper Reginæ* Angliæ *apud W. in Com.
Mid. quarto die* Februarii *Anno Regni sui* 31 *tent. eod. Parl. ibidem
habit. existit Authoritate ejusdem Parliamenti, quod si aliquis persona seu
persona, corpora politica sive corporat. ad aliquod tempus post finem ejusdem
Sessionis dictum prox. post finem ejusdem Sessionis Parliamenti, pro aliqua
summa pecuniæ, dono, proficuo sive beneficio, directe vel indirecte, aut per
se vel nomine alicujus promissionis, Agreamenti, Concessionis, Obligationis, con-
ventionis, sive alia Assurantiæ de vel pro aliqua summa pecuniæ, numero, dono,
proficuo, sive beneficio quocunq; directe vel indirecte præfato nuper vel tunc
tent. anglice* collate *aliquam personam alicui beneficio tunc vacat. assumend.
vitati, Prebend. sive beneficio Ecclesiastico, Anglice* Ecclesiastical Living,
vel darent aut impenderint, Anglice bestow *eadem, pro vel per occas. ali-
cujus talis corrupte causæ, seu considerationis, quod tunc antiquo statu pre-
sentatio, Donativo, & Impensatio, Anglice* bestowing, *& quilibet
Admissio, Institutio, investitura & Inductio, quarum forsan pretium vacua,
nullius effectus in Lege, & quod forsan & esse debuisset ad & [illegible]
præd. dict. nuper Reginæ, Hered. & Successor. suis, prefuturo, tunc
collate unto vel dare sive impendere, Anglice* bestow *quoddam tale donum,
dignitatem, Prebend. benefic. Ecclesiastic. Anglice* Ecclesiastical Li-
ving, *pro illo vice tempore, seu turno tantummodo quoties, omnes & quilibet
persona sive personæ, corpora politica & corporat. que extunc deinceps darent vel
caperent aliquam talem summam pecuniæ, Munus Donum seu Beneficium directe
vel indirecte, vel caperent seu facerent aliquam talem promissionem, concessio-
nem, Obligationem, Conventionem, seu alia Assurane. forisfacerent & perderent
duplicem valorem unius Anni proficui cujuslibet talis beneficii, dignitat.
Prebend. & beneficii Ecclesiastici, Anglice* Ecclesiastical Living, *unde una
medietas foret dict. nuper Reginæ, Hered. & Successor. suis, & altera me-
dietas illius vel illis qui prosequi vellent per eisdem, per Actionem debiti,
billam vel Informationem in aliquibus Cur. dict. nuper Reginæ de Record
in quibus nulla Esson. protect. vel legis vadiage admittat. vel allocarent.*

prout

[illegible] aliam [illegible] apparet. Et idem W. qui tam pro dict. Dom. Rege quam pro ipso ulteriùs dicit quod predict. Sessio Parliamenti predict. fuerit apud Westmonast. pred. Vicesimo primo die Maij, anno dicti Regis Vicesimo primo supradict. quodq; post finem Parliamenti predict. diversis prox. post finem predict. Sessionis Parliamenti predict. scilicet quinto die Septembris, Anno Regni Dom. Caroli secundi, nunc Regis Angliæ, &c. Vicesimo secundo apud W. in predict. Com. E. corruptè & minus cautè, ac contrà formam Actus predicti, concordat, & agreat. fuit inter predict. A. & quendam R. B. Gen. quod predict. R. presentare quendam G. E. ad Ecclesiam de R. in dicto Com E. existen. Beneficium cum Cura Animarum, & ad illum vacantem & presentationem ipsius R. pro illa vice spectant. quodq; in consideratione inde predict. A. solveret eidem R. 200 l. Et pro solutione inde idem A. procuravit quidam M. R. Gen. ut fecerit. pro eodem A. ad instrand. in una Obligatione eidem R. 200 l. cum conditione inde ascript. pro solutione cent. libr. statim vel ad certam diem tunc prox. sequen. Et idem A. solit. pro solutione dict. summæ decent. libr. redd. predict. tractat. libr. procuravit quidam F. W. ad instrand. (ut fecerint.) pro eodem A. in alia Obligatione 400 l. cum dict. R. W. cum conditione inde ascript. pro solutione ducent. libr. ad certam diem tunc prox. sequen. pretextu cujus quidam Simoniaci, & corrupte Agreamenti predicti, predictus A. postea scilic. predict. quinto die Septemb. Anno Vicesimo secundo supradict. apud W. predict. in Com. predict. intrabat in predict. dictam Obligation. predict. simul cum predict. F. W. & M. ut fecerint. pro predicto A. ut supradict. Superinde predict. R. postea scilic. eisdem die & Anno apud W. predict. presentavit predict. G. ad Ecclesiam de R. predict. Et idem W. qui tam pro Dom. Rege quam pro ipso ulteriùs dicit, quod Ecclesia predict. predicto tempore Agreamenti predict. fac. ac extunc hucusq; fuit, & adhuc est clari Annui valoris ducentarum libr. pra quod actio accrevit eidem W. qui tam, &c. ad Exigend. & Habend. pro. &c. pro dicto Dom. Rege & ipso predict. 400 l. videl. duplicem valorem unius Anni proficui Ecclesiæ predict. predictus tamen A. dicit ipsum requisit. &c. predict. 400 libr. eidem Dom. Regi & predict. W. qui tam &c. eandem solvit, sed ill. eis hucusq; solvere omnino contradixit, & adhuc contradicit, unde idem W. qui tam, &c. dicit quod ipse deservavit, &c. & damn. habet ad valenc. viginti libr. Et inde tam pro Dom. Rege quam pro ipso produxit sectam, &c.

An Annuity granted for two lives, with the Inheritance of Land assured to the payment thereof.

THis Indenture made &c. between *R I* and *W I*, &c. on the one party, and *E S* and *A* his Wife, on the other party; witnesseth, That the said *R* and *W*, for, and in consideration of the sum of 40 l. whereof, &c. have given and granted, and by these presents for them, their Heirs, Executors, and Administrators, do give and grant to the said *E S*, and *A* his Wife, one Annuity or yearly Rent of 40 l. &c. by the said *R* and *W*, their Heirs, Executors, Administrators, or Assignes, or by some of them, from henceforth yearly to be paid to the said *E* and *A*, and their Assignes, and to the Survivors of them, and the Assignes of the Survivors of them, by, and during all the term of the natural life of the said *E* and *A*, and the natural life of the longer liver of them, at, or within the Counting-house, &c. or at the place where the said Counting-house now standeth, at two equal payments in every year, that is to say, in manner and form following, *viz.* on the 30 day of, &c. between the hours of, &c. forty pounds, and on the eighteenth day of, &c. between the like hours in the fore-noon of the same day, forty pounds; the first payment thereof to begin, and to be made on the eight and twentieth day of, &c. next, &c. and so from thenceforth to have continuance, and yearly to be paid to the said *E* and *A*, and the longer liver of them every year, upon the said days, and within the said times, and at the said place, during the natural lives of the said *E* and *A*, and the natural life of the longer liver of them; and for a good and certain assurance and surety to be had and made to the said *E* and *A* his wife, of, and for the said Annuity and yearly payment of, &c. to them, and to the Survivor of them, well and truly to be made every year during their natural lives, and during the natural life of the longer liver of them, according to the tenor, effect, and true meaning of these presents. The said *R I* hath given, granted, bargained and sold, and by these presents doth clearly and fully bargain and sell unto the said *E* and *A* his wife, and to their Heirs and Assignes, all that the Mannor, &c. and all that the Mannors, &c. and all and singular the Messuages, Lands, Tenements, Woods, Underwoods, and Hereditaments to the said Mannors, &c. and all and singular Courts, &c. and all the Right, &c. to have and to hold the said Mannors, Messuages, Lands and Tenements to the said *E* and *A* his wife, their Heirs and Assignes, to the onely use and behoof of the said *E* and *A*, their Heirs and Assignes. And the said *W I* hath given, &c. unto the said *E* and *A* his wife, and to their Heirs and Assignes, all and singular the Mannors, Messuages, Lands, Tenements, Woods, Under-woods, Rents, Reversions, Services, Profits, Commodities and Hereditaments, which the said *W I* hath,

or ought to have within the Parish of C, in the County of S, to have, &c. *the premises*. Provided always, and it is conditioned, granted, and concluded and agreed by and between the said parties to these presents, for themselves, their Heirs, &c. by these presents, That if the said *X I*, or *Y I*, or either of them, or their Heirs, &c. do well and truly content and pay, or cause, &c. to the said *E* and *A*, and to the Survivors of them, and their Assignes, and the Assignes of the Survivors of them, the said Annuity and yearly payment of forty pounds, at two equal payments every year yearly, during the natural life of the said *E* and *A*, and the natural life of the longer liver of them, on the thirtieth day of, &c. and on the eighteenth day of, &c. from thenceforth, at the place, and between the hours there limited and appointed, in and by these present Indentures. And if it shall happen the said *E* and *A*, nor either of them, nor any other authorized by and from them, or either of them, to be present at the place and times limited and appointed for the payment of the said Annuity, ready to receive the said payment; then if the said *X* and *Y*, their Heirs, Executors, and Assignes, or one of them, do upon demand to be therefore made at the now dwelling-house of the said *X I*, at, &c. by the said *E* and *A*, or any other authorized for them, or for one of them, at and upon the, &c. next after any of the said days and times before limited and appointed for the payment of the said yearly rent, pay, or cause to be paid to the said *E* and *A*, or their lawful Assignes or Attorney, so much of the said yearly Rent or Annuity as then shall be behinde and unpaid, and all the Arrearages of the same; then the gift, grant, bargain and sale made of the said Mannors, Messuages, Lands and Tenements, and all other the premises by these presents bargained and sold to the said *E* and *A*, and to their Heirs, shall be clearly and utterly void and frustrate to all intents and purposes, as though the same had never been made. And that then, and from thenceforth it shall be lawful to, and for the said *X* and *Y*, their Heirs and Assignes, to enter into the said Mannors, Messuages, Lands, Tenements, & Hereditaments, by them severally bargained and sold by these presents as aforesaid, and the same to have again, and repossess, as in their several former Estate; any thing in these presents contained, to the contrary thereof in any wise notwithstanding. And that then, and from thenceforth the said *E* and *A*, and their heirs, assigns, and all and every person and persons to be seised of the premises, or any part thereof, by, from, or under the state of the said *E* and *A*, or either of them, shall stand and be seised of the said Mannors, &c. in the said County of, &c. to the onely use of the said *X I*, and of his Heirs, and to none other use or uses whatsoever; and of the said Mannors, Messuages, in the said County of *S*, to the onely use and behoof of the said *X I*, and of his Heirs, and to none other use or uses whatsoever; and that then also all assurances to be made of the premises, and of

every

every part and parcel thereof, shall be to the said last recited several uses, and to none other. And the said *R* and *W*, for themselves, &c. do covenant and grant, and either of them covenanteth, &c. in manner and form following, *viz.* That the said *I*, at the time of the ensealing and delivery of these presents, is the true and lawful owner of the said Mannors of *M*, and of the same Mannors and premises in his own right, and to his own use, is, and standeth lawfully and solely seised in his demesne of Fee-simple, without any condition, mortgage, limitation of use, or uses; and that he hath good right, title, power, and authority, to give, grant, bargain, sell, and assure the said Mannors, and all other the premises in, &c. to the said *E* and *A*, and to their Heirs and Assignes, in form aforesaid.

And further, that the said *W I* hath power to sell, and is solely seised in the Mannors, &c. in, &c. *in forma Prelimitata*. And also that the said Mannors and other the Premises in, &c. and the said Messuages, &c. in *M* now are, and from and after any default of payment of the said Annuity, or any part or parcel thereof, happning contrary to the form and effect aforesaid, shall be, stand and continue to the said *E* and *A*, and to their Heirs and Assignes for ever, clear and free discharged, exonerated and acquitted, or otherwise by the said *R* and *W*, or their Heirs, or by one of them and his Heirs, from time to time, and at all times sufficiently saved harmless of and from all and singular former grants, bargains, sales, leases, charges, estates, titles, fine, and fines, for alienation by these presents, Joyntures, Dowers, Amerciaments, arrearages of rents, and all other incumbrances whatsoever; the chief rents and services to be due and payable to the chief Lord or Lords of the Fee, or Fees of the Premises, in regard of their Seigniory onely, and all Estates and Grants made and granted for one, two, three, or four lives of the Premises, according to the custom of the said Mannors, &c. and also one Lease, &c. and also all Estates and Grants heretofore made and granted of the customary and Copy-hold Lands, Tenements, and Hereditaments, in &c. aforesaid, or of any part thereof, for term of one, two, three, or four lives, upon all which Grants, Leases and Estates, the old and ancient yearly rents and services, or more, have been reserved, and from henceforth during the several continuances in the said Leases and Estates, to be due and payable to the Owner and Owners of the Reversion of the Premises, onely except and foreprised.

And further, that the said *R I* and *W I* do covenant, &c. That if it do fortune that the said Annuity and yearly payment of a hundred pounds, and every part thereof, be not well and truly contented and paid to the said, &c. and to their Assignes, and to the Survivor of them, and to the Assignes of the Survivors of them, during the term of the longest liver, &c. according to the tenor and purport of these presents, that then, and at the time of such default made in

payment thereof, or of any part thereof, and from thenceforth for ever the said Manners and Premises in *B*, &c. shall or lawfully may be and continue to the said *E* and *A*, and to their Heirs and Assignes, of the clear yearly value of, &c. of old and ancient rent not inhaunced or improved, at any time or times within the space of ten years now last past, over and above all charges and repriſes whatsoever. And also that then, and from and after the time of such default made in the payment of the said Annuity or yearly Rent, or any part or parcel thereof, as is aforesaid, and from henceforth for ever, the said Messuages, Lands, Tenements and Hereditaments in *C*, &c. shall be of the yearly value of, &c. and that the same Lands, Tenements and Hereditaments in *C* aforesaid, now be let and leased for the yearly Rent of, &c. and so the same be holden and farmed.

And further, that then, and for ever after the time of any such default so happning in payment of the said Annuity of, &c. and any part thereof, as is aforesaid, the said *E* and *A*, their Heirs and Assignes shall or may lawfully have, hold, and enjoy the said Manners, Messuages, &c. by these presents, bargained, &c. and then also, and from thenceforth shall or may lawfully have, take, perceive, receive and enjoy all and singular the rents, issues and profits thereof, and of every part thereof, to, and for the onely commodity and use of the said *E* and *A*, and of their Heirs and Assignes for ever.

Here followeth an Article for delivery of the Evidence upon default.

Provided always, that if the said *F I*, and *W I*, their Heirs and Assignes, or any of them, shall happen not to make true payment to the said *E* and *A*, and their Assignes, and to the longest liver of them, and his Assignes, of the said Annuity and yearly payment of, &c. by, and during the term of the natural lives of the said *E* and *A*, and the Survivor of them, according to the form and effect of these presents, but shall make default in payment thereof, or of any part or parcel thereof, so that the said E, and *A*, and their Assignes by reason of the said default, shall, or lawfully may from thenceforth possess and hold the said Manners, &c. and other the above-bargained premises, and have, enjoy, perceive, and take the rents, revenues, issues, and profits thereof, according to the intent and true meaning above expressed and declared in these presents: That then the said Annuity or yearly payment of, &c. by these presents above bargained to the said *E* and *A* his wife, shall cease, determine, and be no longer paid. A Covenant here followeth for making assurance, &c. of the premises to be conveyed and made sure to the said *E* and *A*, &c. and to their Heirs and Assignes, according to the true meaning of these presents, and upon the conditions therein contained, and not otherwise; so as the said demise, assurance, or

assu-

assurances, extend not to take away or diminish such interest and estate as the said *R* and *W* have, or either of them, or the Heirs and Assignes of either of them, is, or are of right to have in the premises; and so also as the same extend not to take away, or to impair any such Lease or Interest for term of years, as the said *R* and *W*, or either of them in the mean time shall have of the Grant and Demise of the said *E* and *A*, or either of them, nor any Rent or Profit which they are to have by reason of any such Demise.

Here followeth a Covenant for making absolute assurance after breach of payment of the Annuity or yearly Rent; and then a Covenant on *S* his part, for giving an Acquittance upon every payment of the said Annuity, made according to the form of this Indenture. *In witness whereof*, &c.

A Clause to sell the Distress.

AND the Granter covenanteth with the Grantees, &c. That if every such Distress and Distresses so to be taken and had as aforesaid, shall not from time to time, so often as any such shall be taken, be redeemed from the said *R* and *S*, and the Survivor of them, their Executors, or Assignes, within the space of, &c. next after the taking thereof, That then it shall, and may be lawful to and for the said, &c. to make sale of all and every such Distress and Distresses as aforesaid, and thereof to have, levy and enjoy the arrearages of the said yearly Rent and payments of the pain and pains aforesaid, forfeited as aforesaid, without any molestation, vexation or impediment of any person or persons whatsoever.

A Covenant to give an Aquittance.

AND the said *I S* and *A* his wife, for themselves, their Executors, &c. do covenant, &c. that the said *I* and *A* his wife, and their Assignes, upon the receipt of every payment of the said Annuity or yearly Rent to them, or any of them hereafter to be made, according to the true meaning of these presents, shall and will upon request therefore to be made, deliver a writing under their Hand and Seal, plainly testifying and reporting the same receipt and payment from time to time, so often as the said *I* or *A*, or their Assignes shall receive any such payment.

A clause for putting one in possession of an Annuity.

AND the said *I H* hath put the said *I I* in full possession and seisin of the said Annuity or yearly Rent of forty pounds, for and during all the said term of, &c well and truly to be paid in form aforesaid, at the ensealing and delivery of these presents, and in part thereof did pay and deliver to the said *I I* one silver Groat of lawful English money, which the same *I* hath received accordingly, and folded the same about the label of that part of these presents, which is sealed with the signe of the said *I H*.

A Special Plea upon the Statute made the 13 *Carol.* 2. against Gaming.

ET *predict.* E. S. & H.M. *dict. quod pred.* W.S. *action. non, quia dicit quod ante tempus ſpecificat. & deliberat. Billa Obligatoria pred. ſtil.* 17 *die* Maii, *Anno Regni dict. Dom. Regis nunc* 16 *in Parliamento ejuſdem Dom. Regis nunc inchoat. & tent. apud* Weſtm. 8 *die* Maii, *Anno Regni ſui* 19, *& abinde per diverſas prorogat. & continuat. uſq; predict.* 3*d diem* Maii, *anno* 16 *ſupradict. prorogat. & continuat. ordinat. & inabſtitut. fuit auctoritate ejuſdem Parliamenti (inter al.) quod ſi aliqua perſona ſive perſone dictujus gradus ſive qualitatis cujuſcunq; ad aliquod tempus ſive aliqua tempora poſt vicesim. tertium diem* S. *qui hunc forte tu Anno Dom.* 1664 *per fraudem Machinam Anglice* Shift; *dolum, Anglice* Cousenage; *circumvent. deception. vel illicitam invention Anglice* Device; *ſive malum Artificium Anglice* Practice, *quocunq; in ludendo ad vel cum pictis cartis, Anglice* Cards; *Aleis, Anglice* Dice; *Tabulis luſoriis, Anglice vocat.* Tables; *Pilloludendo, Anglice vocat.* Tennis; *Globulis Anglice* Bowles; *Aciculis, Anglice vocat.* Kittles; *Menſa, Anglice vocat.* Shovelboard; *vel in vel per Gallipugnas, Anglice* Cockfightings; *Certaminibus Equorum, Anglice* Horseraces; *Certaminibus Canum, Anglice* Dogmatches; *ſive pedibus. Anglice* Footraces; *vel al. luſibus, Anglice* Pastimes; *ludum vel ludos quoscunq; vel in vel per habend. peragend. Anglice* bearing a ſtake; *ſive partem in premiorum, Anglice* Stakes; *Depoſito, Anglice* Wagers; *vel fortunis, Anglice* Adventures; *vel in vel per aponend. Anglice* Betting, *ſuper partes Anglice* Sides, *vel quemlibet eorum qui luderint, agentes, Anglice* Act; *Equaliter ſint contenti vel in eodem Actum ſupradict. fuit*) *lucraret. ſive lucrentur, Anglice* ſhould win; *obtineret ſive obtinerent, vel acquiraret ſive acquirarent ſibi, vel ſibimetipſis, ſive alicui al. vel aliquibus aliis aliquam ſummam, vel alias quas ſummas pecunie, ſive al. valid. rem. vel res quaſcunq; Anglice* valuable thing or things whatſoever. *Quod tunc quelibet perſona vel perſone, ſic ut preſert. offendan. ipſe facto ſatisfaciret vel ſatisfacerent, & amitteret ſive amitterent triplic. ſummam vel valorem pecunie, vel al. rei vel rerum, ſic lucrat. Anglice* won or gamed; *obtent. ſive acquiſit.*

Anglice

Anglice acquired; *unum medietatem inde, inde Dom. Regi Hæredi. & Successorib. suis, & al. mediet. inde persona vel personæ quæ. aut si fuit in quod amitteret sive amitterent pecuniam, vel al. rem vel res sic lucrat. ita quod qualibet talis amissor. Anglice* Loser; *& persona versa. in eadem parte, Anglice* in that behalf; *prosequerent. & sectarent, pro eisdem infra sex Calendar. menses, Anglice* Calendar monethis, *prox. post talem lusum; Et in defect. talis prosecut. eandem talem mediet. talis personæ sive personis, quali prosequeret. sive prosequerent. sectarit sive sectarent pro eisdem infra unum Ann. prox. post prædictas sex menses expirat. Et quod pred. forisfac. sectarent. Anglice* Sued for; *vel recuperare. per Actionem deb. Billam querelam, sive informationem in aliquibus Cur. suæ Majestatis apud* Wellmin. *in quibus null. Esson. protect. sive perfect. in lege, Anglice* Wager of Law; *allocarit. & quod omnes & quælibet tales querelas sive querentes, informator & informatores in omnibus tali sect. & prosecut. haberent & recuperarent ejus & eorum triplic. Custag. versus person. offendend. & forisfacitand. Et prefert. aliquibus lege Statut. consuetud. sive usuag. in contrarium in aliquomodo non obstant. Et ulterius authoritat. ejusdem Parliamenti inactitat. existit. pro meliori evitac. & prevent. omnis excessivi & inmoderati lusus, Anglice* Play and Gaming, *pro tempore tunc futurum, quod si aliqua persona vel personæ ad aliquod tempus vel tempora post predict. Vicesim. unum diem* Septemb. *ludrent ad aliquem sive aliquos predict. lusor. vel aliquas al. lusoris, Anglice* Pastimes; *ludum vel ludos quæcunq; ad unum pro & cum pecunia parat. Anglice* ready money, *vel deponeret vel deponerent Anglice* should bet *super partes, Anglice* side; *vel manus talem qual. luderent adinde, Anglice* thereat; *& predict. sic perderent aliquam summam vel summas pecuniæ, aut al. res vel res quas. lusæ. Anglice* played for; *excedend. summam Centum libr. ad aliquod unum tempus sive convent. Anglice* meeting, *sunt inde, Anglice* Ticket, *sive credentiam vel alit. & non solveret, Anglice* pay down *eisdem ad tempus quando illi vel illi, eisdem amitteret sive amitterent, pro suis partes quæ perderet sive perderent eisdem pecuniam, sive al. rem vel res sic oblusa, Anglice* played for, *supra predict. summam Cent. libr. in ea non obligarent. aut compellerent. solvere vel respondere, Anglice* make good *eisdem; Sed Contractus, Anglice* the Contract, *& contract. Anglice* the Contracts; *proinde & pro qualibet parte inde, & omnia & singula Judicia Statut. Recogn. Mortgag. Conveyanc. Assurance. scripta Obligatoria Anglice* Bonds, *& Billæ Obligatoria, Anglice* Bills, *Specialit. Anglice* Specialties, *permission. Convention. Agreament. & al. Actus fact. Anglice* Deeds; *& securitat. quecunq; quæ obtinuerit. fierent. darent. aut recognoscerent. vel intraret. Anglice* entred into, *pro securitate sive satisfact. de vel per eisdem vel aliqua parte inde onus, effect vacua & nullius effect. prout per eundem Actum plenius liquet & apparet. Et idem E. & H. in fact. dicunt quod post editios. Actum predict. & predicto tempore confect. Billæ Obligatoriæ pred. scil. predict. Vicesimo nono die* Maii, *Anno* xix. *supradict. apud* Lond. *pred in Parochia & warda pred. predict.* W. S. *lusit cum quodam* Edvardo Moore *Arm. ad & cum pictis Cartis,*

Anglice Cards; *ad quendam ludum vocat.* Picket; *pro denar. quodq; ipse idem Ed. Shiers ad tempus illud & ad unum & eundem convent. Anglice* meeting, *ibidem periclitando, Anglice vocat.* by betting, *cum prefat. W. S. super partem sive manus pred. E. M. ad ludum pred. vocat.* Picket *perdidit, Anglice* did lose *prefat. W. S. Centum & decem libr. legalis mon. super credenc. Anglice* upon credit. *Et pro securitat. solutionis C l. percal. pred. C l. & decem libr. per ipsum E. ad ipsum sic ut prefertur super credentia, Anglice* upon credit, *perdit. predict. E. S. & predict. H. M. ad requisitionem ipsius E. S. & pro deb. ipsius E. Et ejus fidejussor. Anglice* his Surety *predict. tempore confection. Billæ Obligatoriæ predict. adtunc & ibid. devener. tent. & Obligat. prefat. W. S. per Billam Obligatoriam pred. modo in Cur. hic prolat. Et sic idem E. S. & H. M. dicunt quod Billa Obligatoria ill. vacua & nullius vigoris exist. in lege, & hoc parat. sunt verificare, &c.*

Precludi non debet, *Quia protestando quod idem W. S.*

Replication. *non fuit cum pred. E. Moor, prout pred. E. S. H. M. superius placitando allegaverunt pro placito idem W. S. dicit quod Billa Obligatoria pred. super qua ipse idem W. S. virtus eosdem E. S. & H. M. modo superius narravit fac. fuit eidem*

Traverse. *W. per predict. E. S. & H. M. pro denar. per predict. W. S. eisdem E. S. & H. M. preantea accommodat. Absq; hoc quod pred. E. S. ad unum eundem conventum periclitando cum prefat. W. Stephens super partem sive manus predict. E. Moor ad pred. ludum vocat. Picket, seu ad aliquem alium ludum perdidit prefat. W. S. C x l. vel aliquam denar. ultra summam cent. super credentiam modo & forma prout E. S. & H. M. superius inde placitando allegaverunt, &c.*

Et predict. E. S. & H. M. dicunt ut prius, quod pred.

Rejoynder. *E. S. ad unum & eundem conventum periclitando cum prefat. W. S. super partem sive manus predict. E. Moor ad predict. ludum vocat.* Picket, *perdidit prefat. W. S. C x l. super credentiam modo & forma prout ipse idem E. S. & H. M. superius inde placitando allegaverunt. Et de hoc pon. se super patriam. Et pred. W. S. inde similit. &c. Jo. &c.*

An Assignment of the Execution of a Statute after the Liberate sued out, &c.

THis Indenture, &c. Between *T H*, on the one party, and *E C* on the other party, Witnesseth, That whereas *J W* the 21 day of &c. by one Writing obligatory, bearing date the same day and time, knowledged and sealed before, &c. according to the Statute lately provided for the recovery of Debts; and did knowledge himself to owe, and binde himself to pay to the said *T H*, the sum of 200 l. in the Feast, &c. Of payment of which twenty pounds, the said *I* yet hitherto hath made clear default, and by reason thereof the said *T H* hath sued Execution upon the said Writing obligatory, and thereupon in due form of Law hath extended certain Houses, Buildings, Lands and Tenements in *O*, in the County of *O*, of the clear yearly value of, &c. whereof the said *I*, after the making and sealing of the said Writing obligatory, was seized in his Demesne as of a Fee: All which said Houses, &c. by vertue of his Highness's Writ of *Liberate* bearing *Test.* &c. were delivered in Execution for the said debt to the said *T H*, on the two and twentieth day, &c. to hold to him and his Assignes as his Free hold, until the same debt with his costs and damages in that behalf sustained thereupon should be fully satisfied, as by the Writ of the said Extent, and the Writ of *Liberate* aforesaid, and by the return of the same Writs remaining of Record in the High Court of Chancery, more at large will appear. Now the said *T H*, for a certain sum of money, &c. hath alened, bargained, given and granted, and by these presents doth alien, &c. unto the said *E C* and his Assignes, all the Interest, Right, Estate, Title and term whatsoever, which he the said *T H* hath or ought to have, in or to the said Houses, &c. mentioned in the said Writ of *Liberate*, with all and singular their appurtenances (except onely one parcel thereof extended at the yearly value of, &c. onely, *viz.* The Tenement in *G* aforesaid, now or late in the Tenure or Occupation) And the said *T H* for the consideration aforesaid, doth by these presents give, grant, alien, bargain and sell to the said *E C*, as well all and singular writings, monuments and specialties concerning the said Term, Estate and Interest which the said *T H* hath in the Premises, as also all the issues, rents and profits, rising, growing, and coming of all the said Houses, Buildings, Lands and Tenements mentioned in the said writ of *Liberate* (exeept onely before excepted) since the said twenty third day of, &c. until the time of the ensealing and delivery of these presents, To have and to hold all the said Houses, Buildings, Lands and Tenements, and all other the premises with their appurtenances, and all the said Estate and Interest of the said *T H* of and in the same (except before excepted) to the said *E C*, and his Assignes,

Aſſignes, for and during all ſuch Eſtate, Term and Intereſt as the ſaid *Y*, by force or virtue of the ſaid Writs of Extent and *Liberate*, and Execution of the ſame, and returns thereof, or otherwiſe hath, or may or ought to have in the above-bargained Premiſes now to come. And the ſaid *Y* covenanteth, &c. That the ſaid Houſes, &c. (except before excepted) now at the enſealing, &c. ſtand and be, and from thenceforth ſhall remain, continue and abide unto the ſaid *C*, &c. clearly and freely exonerated, diſcharged, &c. of, and from all and ſingular former bargains, ſales, grants, leaſes, releaſes, charges, and other incumbrances whatſoever by the ſaid *Y* heretofore made, done, or agreed unto, or by the ſame *Y*, to be made or agreed unto at any time hereafter, contrary to the true meaning and intent of theſe preſents. *In witneſs wherof*, &c.

An Aſſignment of a Recognizance.

THIS Indenture, &c. between *I L* Yeoman of the one party, and *S M* of, &c. on the other party, witneſſeth, That whereas *E D* of *K*, in the County of *L*, Knight, by one writing or Recognizance bearing date the twenty fifth of, &c. taken and knowledged before one of the Ordinary Maſters of his Highneſs's High Court of Chancery, became bound unto the ſaid *I L*, in the ſum of, &c. lawful, &c. for the payment of the ſum of, &c. of like lawful money, on the thirtieth day of *A* then next enſuing, as by the ſaid writing or Recognizance, and the condition thereof, more plainly appeareth; which ſaid ſum of, &c. was not paid, nor any parcel thereof was paid to the ſaid *I L*, nor his Aſſignes, at, nor before the thirtieth day of *A*, nor at any time ſithence; by means whereof the ſaid Recognizance became, and now is, and ſtandeth abſolute without condition, and in full force and ſtrength in the Law. Now the ſaid *I L* for certain good cauſes and conſiderations him thereunto moving, hath aſſigned, made, ordained, and in his ſtead and place by theſe preſents doth put and conſtitute the above named *S M*, his true and lawful Attorney irrevocabe, giving, and by theſe preſents granting unto the ſaid *S M* and his Aſſignes, full power and authority, by vertue hereof, for him the ſaid *I L*, his Executors, Adminiſtrators and Aſſignes, and in his or their Name or Names, and to the proper uſe and behoof of the ſaid *S M*, to aſk, levy, recover, perceive, receive, take up, and demand all that the ſaid ſum of, &c. of lawful, &c. mentioned and expreſſed in the ſaid Recognizance, and every part and parcel thereof; and for non-payment thereof, or any parcel thereof, to ſue execution upon the ſaid Recognizance, and to obtain the moyetie of the Lands, Tenements and Hereditaments which were of the ſaid *E D* at the time of the knowledging of the ſaid Recognizance, or at any time ſithence; and alſo the ſaid *E D* his

his Heirs, Executors or Administrators for non-payment of the said sum, or part thereof, to take and cause to be arrested, and Pleas and Processes against him or them to commence, maintain and defend, and of whatsoever in this behoof recovered or received, acquittances or other discharges sufficient for, and in the name of the said *I L*, his Executors or Administrators, to make, seal and deliver, Attorney one or more under him to appoint, and at his leasure to revoke the same again, and all and every other thing and things needful and requisite in and about the premises, or any parcel thereof, for, and in the Name or Names of the said *I L*, his Executors or Administrators, to do, make, execute and accomplish, as fully and effectually in any thing, as he the said *I L*, his Executors or Administrators might or could do, if he or they were absolutely present; and also the said *I L*, by these presents doth ratifie, confirm, approve, and allow all and whatsoever the said *S M*, or his Assignes shall do, or cause to be done in, or about the premises, or any parcel thereof, in the Name of the said *I L*, his Executors or Administrators by vertue of these presents. And the said *I L*, for him, &c. covenanteth, &c. in manner and form following, viz. That he the said *I L*, his Executors and Administrators, and every of them, shall and will from time to time, and at all times hereafter, at the reasonable request and costs and charges in the Law of the said *S M*, his Executors, Administrators and Assignes, ratifie, advow, justifie and allow all and every such action and actions, suit and suits, plaints, processes, extents, judgments and executions, as at any time and times hereafter shall be brought, obtained, procured, commenced or gotten by the said *S M*, his Executors, Administrators or Assignes, or any of them, in the Name or Names of the said *I L*, his Executors or Administrators, or any of them, against the said *E D*, his Heirs, Executors or Administrators, or any of them, or against his or their, or any of their Goods, Chattels, Lands, Tenements or Hereditaments, or any parcel thereof, for the levying or recovering of the said sum of, &c. in the said writing or recognizance before-mentioned, or of any parcel thereof, without any Non-suit, Release, Retraxit, Disavowry, Discontinuance, or other wilful hinderance or delay of the same Actions, Suits, Extents, Judgments, Executions, or any of them, except it shall be by, and with the consent of the said *S M*, his Executors or Assignes thereunto first had and obtained in writing; and also, that he the said *I L* hath not at any time heretofore released nor discharged, nor his Executors nor Administrators shall or will at any time or times hereafter release or discharge the said writing or recognizance, or sum of two hundred pounds therein mentioned, nor any parcel thereof, unless it shall be by, and with the consent of the said *S M*, his Executors, Administrators and Assignes thereunto first had and obtained in writing; and also that he the said *S M*, his Executors and Assignes,

shall,

shall, or lawfully may peaceably and quietly have, perceive, receive, take, levy and enjoy to his and their own proper use for ever, the said sum of, &c. and the whole benefit, profit, commodity and advantage thereof (without any time or times hereafter which may or shall be obtained, recovered and gotten upon, or by reason of the said writing or recognizance; or upon, or by reason of any of the same Actions, Executs, Judgments and Executions to be had, brought or commenced upon the same) without any let, trouble or molestation of the said *I.* his Executors and Administrators, or Assignes, or any of them, or of any other person or persons by his or their means, and without any account or other thing to him or any of them to be therefore had, yielded or made whatsoever. And also the said *I. L.* covenanteth, &c. That he the said *I. L.* his Executors and Administrators, shall and will at all times hereafter, and from time to time, at reasonable request and costs and charges of the said *S.* his Executors and Assignes, do make, knowledge and execute, and suffer to be done, made, knowledged and executed all and every such further act and acts, thing and things, and devise and devises whatsoever, for the further, better, and perfecter assigning, conveying, and assuring of the premises, and every part and parcel thereof to the said *G. M.* his Executors and Assignes, in form, and to the use aforesaid, as by the said *G. M.* his Executors or Assignes, or his or their Council Learned shall be reasonably demised, advised or required. *In witness whereof, &c.*

An Obligation of an Award with a special Condition.

NOverint universi per presentes me T. B. *de Parochia S. Egidii in Campis in Com.* Midd. *Gener. teneri & firmiter obligari* H. S. *de Inter. Templ.* London, *Armiger. in Ducent. & Quadragint. Libris bonæ & legalis monetæ* Angliæ, *solvend. eidem* H. S. *aut suo certo Attornato, Executor. vel Administratori. suis. Ad quam quidem solutionem bene & fideliter faciend. Obligo me, Heredes, Executores & Administratores meos firmiter per presentes. Sigillo meo sigillat. Dat. Vicesimo secundo die Martii, Anno Regni Dom. nostri* Caroli *Secundi, Dei gratia* Angliæ, Scotiæ, Franciæ & Hiberniæ, *Regis, fidei Defensor. &c. Vicesimo quinto, Annoq; Dom.* 1673.

THe Condition of this Obligation is such, That if the above bounden *T. B.* his Heirs, Executors and Administrators, for his and their parts and behalfs do in all things well and truly stand to, obey, abide, perform, fulfil and keep the Award, Order, Arbitrament, final End and Determination of *R. F.* of the Parish of St. *Clement Danes* in the County of *Middlesex* Esquire, and *R. E.* of *Grayes-Inn* in the County of *Middlesex* aforesaid Gent. Arbitrators indifferently named, elected and chosen, as well on the part and behalf of the above bounden *T. B.* as of the above named *H. S.* to Arbitrate, Award, Order, Judge and Determine of and concerning all and all manner of Action and Actions, cause and causes of Actions, Suits, Bills, Bonds, Specialties, Judgments, Extents, Quarrels, Controversies, Trespasses, Damages and Demands whatsoever, At any time or times heretofore had, made, moved, brought, commenced, sued, prosecuted, done, suffered, committed, or depending by or between the said parties, or either of them, so as the said Award be made, concluded, and agreed upon, and signed and sealed by the Arbitrators aforesaid, on or before the third day of *April* next ensuing the date of these presents. But if the said Arbitrators do not make such their Award of and concerning the premisses by the time aforesaid, That then if the said *T. B.* his Heirs, Executors and Administrators, for his and their parts and behalfs do in all things well and truly stand to, obey, abide, perform, fulfill and keep the Award, Order, Arbitrament, Umpirage, final End and Determination of *G. L.* of *Chelsey* in the County of *Midd.* aforesaid, Esquire, Elected and chosen Umpire by and between the said parties of and concerning the Premises; so as the said Umpire do make his Award or Umpirage of and concerning the Premises in writing under his Hand and Seal, and so to be by him published on or before the fourth day of *May* ensuing next: Then this Obligation to be void, or else to remain in full force, strength and vertue.

Sealed and Delivered in the presence of

A

An Obligation from two to one.

Noverint universi per presentes nos T. B. *de* Rockingham *in Com.* Lincoln, *&* B. E. *de* Croyden *in Com.* Surrey *Milit. & Baronet. teneri & firmiter obligari* W. G. *de* Aylesbury *in Com.* Bucks *Armig. in Mille & Ducentis Libris bone & legalis monete* Angliæ, *solvend. eidem* W. G. *aut suo certo Attornat. Executt. vel Administrat. suis. Ad quam quidem solutionem bene & fideliter faciend. Obligamus nos & utrumq; nostr. per se pro toto & in solid. Hered. Executt. & Administrat. nostr. firmiter per presentes. Sigillis nostr. sigillat. Dat. Vicesimo nono die* Novembris, *Anno Regni Dom. nostr.* Caroli *Secundi, Dei grat.* Angliæ, Scotiæ, Franciæ *&* Hiberniæ, *Regis, fidei Defensor. &c. Vicesimo quinto, Annoq; Dom.* 1673.

An Obligation from three to three.

Noverint universi per presentes nos F. G. *de* H. *in Com.* L. *Generosum,* C. D. *de* N. *in Com. pred. Generosum, &* T. W. *de* W. *in Com. pred. Generosum, teneri & firmiter obligari* H. R. *de* I. *in Com.* E. Yeoman, M. P. *de* C. *in Com. pred.* Yeoman, *&* G. P. *de* A. *in Com.* H. Yeoman, *in Ducentis Libris bone & legalis monetæ* Angliæ, *solvend eisdem* F. G. C. D. *&* T. W. *vel alicui eorum, aut suo certo Attornat. Executor. Administratoribus vel Assignat. suis. Ad quam quidem solutionem bene & fideliter faciend. Obligamus nos & quemlibet nostrum per se pro toto & in solido, Heredes, Executores & Administratores nostros, & cujuslibet nostrum, firmiter per presentes. Sigillis nostris sigillat. Dat. Primo die* Aprilis, *Anno Regni Dom. nostri* Caroli *Secundi, Dei grat.* Angliæ, Scotiæ, Franciæ *&* Hiberniæ, *Regis, fidei Defensor. &c. Vicesimo quinto, Annoq; Dom.* 1673.

An Exact Table, shewing how many years Purchase a Lease or Annuity, to endure for a term of years under 33, is worth presently at Interest upon Interest, at six in the hundred; and shewing plainly how to discount any Lease for being, and the true value of the Reversion after any number of years.

Years of a Lease	Years	Months	Dec. parts
1	0	1	0
2	1	9	9
3	2	8	1
4	3	5	9
5	4	2	5
6	4	11	0
7	5	7	0
8	6	2	5
9	6	9	6
10	7	4	8
11	7	10	7
12	8	4	6
13	8	10	3
14	9	3	6
15	9	8	5
16	10	1	3
17	10	5	8
18	10	9	9
19	11	1	8
20	11	5	7
21	11	9	5
22	12	0	5
23	12	3	6
24	12	6	6
25	12	9	4
26	13	0	0
27	13	2	5
28	13	5	1
29	13	7	9
30	13	9	2
31	13	11	1
32	14	1	0
33	14	3	0

The use and Explanation of this
TABLE.

The first Column towards the left hand, sheweth the years of a Lease or Annuity, and right against each year, is the Years, Moneths, and Decimal parts of a Moneths Purchase, that such a Lease or Annuity is worth.

Example.

Suppose a Lease or Annuity to continue ten years, and you would know how many years Purchase it is worth in present money, look into the Table for ten years of a Lease to the left hand, and against the same, you shall finde 7. 4. 3. which sheweth such a Lease to be worth 7 years, 4 moneths, and 3 tenth parts of a moneths Purchase.

Again,

against all you to take or buy the Reversion of any Leaſe or Annuity?

WOrk thus: Suppoſe the Leaſe to be 30 years in all, you finde in the ſecond Table, and right hand againſt it, 13 Years, 9 Moneths, and 2 tenth parts of a Moneth purchaſe; this if were worth, were it in preſent Poſſeſſion: but ſuppoſe there be a Leaſe of five years (more or leſs) before yours commence, look in the Table againſt the 5 years, and there you finde 4 years, 2 moneths, and 5 tenth parts, half a moneths purchaſe; take this out of the ſum againſt thirty, which is 13. 9. 2. 4. 2. 5. the remainder is 9 years, 6 moneths, 7 tenth parts of a moneth; and ſo much is the Reverſion after 5 years, worth the Remainder of 30 years: this is uſeful, and very eaſie.

The four Terms, with their Returns.

Hillary Term beginneth Jan. 23. *and endeth* Feb. *the* 12.

In 8 days of St. *Hillary*, } *Jan.* 21. *Jan.* 22.
Jan. 26. } *Jan.* 23.

From the day of St. *Hillary* } *Jan.* 27. *Jan.* 28.
in 15 days, *Jan.* 27. } *Jan.* 29. 30.

In the Morrow of the Purification of } *Febr.* 4. *Febr.* 5.
the bleſſed Virgin *Mary*, *Febr.* 3. } *Febr.* 6.

In 8 days of the Purification of the } *Febr.* 10. *Febr.* 11.
bleſſed Virgin *Mary*, *Febr.* 10. } *Febr.* 12.

Eaſter-Term begins 17 *days after* Eaſter, *and Ends and Returns.*

From the day of *Eaſter* in 15 days.
From the day of *Eaſter* in three weeks.
From the day of *Eaſter* in one Moneth.
From the day of *Eaſter* in three Weeks.

Trinity-

Trinity-*Term begins the* Friday *Seven-night after* Whitſunday.

ON the Morrow of the *Holy Trinity.*
In eight days of the *Holy Trinity.*
From the day of the *Holy Trinity* in fifteen days.
From the day of the *Holy Trinity* in three Weeks.

Michaelmas-*Term begins the* 23 *of* October, *and endeth the* 28 *of* November.

1. FRom the day of St. *Michael* in three Weeks, *October* 20. } *October* 21, 22, 23.

2. From the day of *St. Michael* in one Moneth, *October* 27. } *October* 28, 29, 30.

3. On the Morrow of *All-Souls*, *November* 3. } *November* 4, 5, 6.

4. On the Morrow of *St. Martin*, *November* 12. } *November* 13, 14, 15.

5. In the days of *St. Martin*, *November* 18. } *November* 19, 20, 21.

6. From the day of *St. Martin*, in the 15 days, *Novemb.* } *November* 26, 27, 28.

A plain and easie Table shewing the true Interest due upon any sum of Money, from 5 s. to an 100 l. for a year, or under, after the Rate of 6 l. in the hundred.

	1 Mo.	3 Mo.	6 Mo.	9 Mo.	Year.
	sh.p.q.	sh.p.q.	sh.p.q.	sh.p.q.	sh.p.q.
Shill. 5	0 0 1	0 0 3	0 1 3	0 2 2	0 3 2
10	0 0 3	0 1 3	0 3 2	0 5 2	0 7 1
15	0 0 3	0 2 2	0 5 1	0 8 0	0 10 2

Pounds	1	0	1	0	0	3	2	0	7	0	0	1	2	1	2	1
	2	0	2	0	0	7	0	0	14	0	1	9	1	2	4	2
	3	0	2	2	0	10	2	1	2	1	2	7	3	3	6	3
	4	0	4	3	1	2	1	2	4	2	3	6	3	4	9	0
	5	0	5	0	1	6	0	2	11	2	4	5	0	6	0	0
	6	0	6	0	1	9	2	3	7	0	5	4	2	7	2	1
	7	0	8	1	2	1	0	4	2	1	6	3	1	8	4	2
	8	0	9	1	2	4	2	4	9	1	7	1	3	8	6	3
	9	0	10	2	2	8	1	5	4	2	8	0	3	0	9	0

	p.sh.p	p.sh p.	p.sh.p.	p.sh.p	p.sh.p.
Tens of Pounds. 10	0 1 0 0	3 0 0	6 0 0	9 0 0	12 0
20	0 2 0 0	6 0 0	12 0 0	18 0 1	4 0
30	0 3 0 0	9 0 0	18 0 1	7 0 1	16 0
40	0 4 0 0	12 0 1	4 0 1	16 0 2	8 0
50	0 5 0 0	15 0 1	10 0 2	5 0 3	0 0
60	0 6 0 0	18 0 1	16 0 2	14 0 3	12 0
70	0 7 0 1	1 0 2	2 0 3	3 8 4	4 0
80	0 8 0 1	4 0 2	8 0 3	12 0 4	16 0
90	0 9 0 1	7 0 2	14 0 4	1 0 5	8 0
100	0 10 0 1	10 0 3	00 0 4	10 0 6	0 0

How

Here followeth the Names of Men, *and* Women, *with their* Trades *and* Titles: *As also the Days of the Moneth, together with the several Sums of Money in* Latin, *in their proper Cases, as they stand in the* Obligation, *or* Recognisance.

Consisor.	Obligor.	*Obligæ.*	Consisæ.
A	*A*	A	*A*
ARon Aaron	A*Aron*	AAronem	A*Aron*
Abel, *see* Habel	*Abel*	Abelem	*Abeli*
Abiah	*Abiah*	Abiam vel Abian	*Abiæ*
Abiam	*Abiam*	Abiam	*Abiam*
Abiather	*Abiather*	Abiether	*Abiether*
Abiel	*Abiel*	Abiel	*Abiel*
Abiezer	*Abiezer*	Abiezer	*Abiezer*
Abihu	*Abihu*	Abihu	*Abihu*
Abijah	*Abijah*	Abijah	*Abijah*
Abimelech	*Abimelech*	Abimelech	*Abimelech*
Abinadab	*Abinadab*	Abinadab	*Abinadab*
Abinoam	*Abinoam*	Abinoam	*Abinoa*
Abner	*Abner*	Abnerem	*Abneri*
Abraham	*Abrahamus*	Abrahamum	*Abrahamo*
Absalom	*Absalon*	Absalonem	*Absalon*
Adam	*Adamus*	Adamum	*Adamo*
Adeland, *see* Ethelard	*Athelardus*		
Adolph, *see* Eudolph	*Eudolphus*		
Adoniah	*Adonia*	Adoniam	*Adoniæ*
Adrian, *see* Hadrian	*Adrianus*	Adrianum	*Adriano*
Æfred	*Aelfredus*	Aelfredum	*Aelfredo*
Æneas	*Æneas*	Æneam vel Æneam	*Æneæ*
Agabus	*Agabus*	Agabum	*Agabo*
Agrippa	*Agrippa*	Agrippam	*Agrippæ*

Genitiv.	Obligor.	Obliga.	Conuſe.
Ahab	*Ahab*	Ahab	*Ahab*
Ahaz	*Abaz*	Ahaz	*Abaz*
Ahaziah	*Abaziæ*	Ahaziam *vel* Ahazian	*Abaziæ*
Ahiah	*Abiæ*	Ahian *vel* Ahiam	*Abiæ*
Alan	*Alano*	Alanum	*Alano*
Alban	*Albano*	Albanum	*Albano*
Alberic, *ſee* Aterie	*Albericus*	Albericum	*Alberico*
Albert	*Albertus*	Albertum	*Alberto*
Aldred	*Aldredus*	Aldredum	*Aldredo*
Aleward, *ſee* Ethelward	*Ethelwardus*		
Alexander	*Alexander*	Alexandrum	*Alexandro*
Algernon	*Algerson*	Algernon	*Algerno*
Alphonſe	*Alphonſius*	Alphonſum	*Alphonſo*
Alvin	*Alvinus*	Alvinum	*Alvino*
Ambroſe	*Ambroſius*	Ambroſium	*Ambroſio*
Amerie	*Americus*	Americum	*Americo*
Amias	*Amadeus*	Amadeum	*Amadeo*
Aminadab	*Aminadab*	Aminadab	*Aminadab*
Amnon	*Amnon*	Amnon	*Amnon*
Amos	*Amos*	Amos	*Amos*
Amon	*Amon*	Amonem	*Amoni*
Ananiah	*Ananias*	Ananiam	*Ananiæ*
Ananias	*Ananias*	Ananiam *vel* Ananian	*Ananiæ*
Anarand	*Honoratus*	Honoratum	*Honorato*
Andrew	*Andreas*	Andream	*Andreæ*
Angel	*Angelus*	Angelum	*Angelo*
Anſelme	*Anſelmus*	Anſelmum	*Anſelmo*
Antony	*Antonius*	Antonium	*Antonio*
Antiochus	*Antiochus*	Antiochum	*Antiocho*
Apelles	*Apelles*	Apellem	*Apelli*
Apollo	*Apollo*	Apollonem	*Apolloni*
Apollonius	*Apolinius*	Apolonium	*Apolonio*
Aquilla	*Aquila*	Aquillam	*Aquillæ*
Archelaus	*Archelaus*	Archelaum	*Archelao*
Archibald	*Archibaldus*	Archibaldum	*Archibaldo*
Aretas	*Aretas*	Aretam *vel* Aretan	*Aretæ*
Arſaſt	*Arſaſius*	Arſaſtum	*Arſaſio*
Arias	*Arias*	Ariam *vel* Arian	*Ariæ*
Ariſtarchus	*Ariſtarchus*	Ariſtarchum	*Ariſtarcho*

Arnold

Cassor.	Obligor.	Oblige.	Conjuge.
Arnold	*Arnoldus*	Arnoldum	*Arnoldo*
Arthur	*Arthurus*	Arthurum	*Arthuro*
Averie	*Albericus*	Albericum	*Alberico*
Auguſtine	*Auguſtinus*	Auguſtinum	*Auguſtino*
Auguſtus	*Auguſtus*	Auguſtum	*Auguſto*
Azariah	*Azarias*	Azarian *vel* Azariam	*Azaria*
Azariel	*Azariel*	Azariel	*Azariel*
B	B	B	B
B Aldwin	B *Aldwinus*	B Aldwinum	B *Aldwino*
Balthazar *for* Belſhazzar	*Belſhazzar*	Belſhazzarem	*Belſhazzari*
Bamfield	*Bamfieldus*	Bamfieldum	*Bamfildo*
Baptiſt	*Baptiſta*	Baptiſtam	*Baptiſta*
Bardulph	*Bardulphus*	Bardulphum	*Bardulpho*
Barnaby *for* Barnabas	*Barnabas*	Barnabam	*Barnabæ*
Bartholomew	*Bartholomeus*	Bartholomeum	*Bartholomæ*
Baruch	*Baruchus*	Baruchum	*Baruchо*
Barnaby	*Barnabius*	Barnabium	*Barnabio*
Barnham	*Barnham*	Barnham	*Barnham*
Baſil	*Baſilius*	Baſilium	*Baſilio*
Beauchamp	*Beauchampus*	Beauchampum	*Beauchampo*
Bede	*Beda*	Bedam	*Bedæ*
Benet	*Benedictus*	Benedictum	*Benedicto*
Benjamin	*Benjaminus*	Benjaminum	*Benjamino*
Bernard	*Barnardus*	Bernardum	*Barnardo*
Bertram	*Bertramus*	Bertranum	*Bertrano*
Bevil	*Bevil*	Bevil	*Bevil*
Bevis	*Bevis*	Bevis	*Bevis*
Bevis	*Bogo* vel *Bellonesus*	Bogonem *vel* Belloneſum	*Bogoni* vel *Belloneſo*
Bonham	*Bonhamus*	Bonhamum	*Bonhamo*
Bonaventure	*Bonaventura*	Bonaventuram	*Bonaventuræ*
Boniface	*Bonifacius*	Bonifacium	*Bonifacio*
Botolph	*Botolphus*	Botolphum	*Botolpho*
Blaſe	*Blaſius*	Blaſium	*Blaſio*
Brian	*Brianus*	Brianum	*Briano*
Bullen	*Bullen*	Bullen	*Bullen*
Butts	*Buttus*	Buttum	*Butto*

Censor.	*Obligor.*	*Obligæ.*	*Conjux.*
C	C	C	C
CAdwallader	CAdwalladerus	CAdwalladerum	CAdwalladero
Cæsar	Cæsar	Cæsarem	Cæsari
Cains	Cains	Cainm	Caio
Caleb	Caleb	Calebem	Calebi
Calisthenes	Calisthenes	Calisthenem	Calisthenis
Capel	Capellus	Capellum	Capello
Cephas	Cephas	Cepham	Cephæ
Charles	Carolus	Carolum	Carolo
Christopher	Christopherum	Christopherum	Christopharo
Chrysostome	Chrysostomus	Chrysostomum	Chrysostomo
Cirenius	Cyrenius	Cirenium	Cirenio
Cyrill	Cyrillus	Cyrillum	Cyrillo
Claudius	Claudius	Claudium	Claudio
Clemens	Clemens	Clementem	Clementi
Collen	Collenus	Collenum	Colleno
Conrade	Conradus	Conradum	Conrado
Constantine	Constantinus	Constantinum	Constantino
Cornelius	Cornelius	Cornelium	Cornelio
Crescens	Crescens	Crescentem	Crescenti
Crispus	Crispus	Crispum	Crispo
Custans, *or* Constantine			
Cuthbert	Cuthbertus	Cuthbertum	Cuthberto
Cyprian	Cyprianus	Cyprianum	Cypriano
D	D	D	D
DAniel Dannet	DAniel Dannettus	DAnielem Dannettum	DAnieli Dannetto
Darius	Darius	Darium	Dario
David	David	Davidem	Davidi
Demophoon	Demophoon	Demophoontem	Demophoonti
Demetrius	Demetrius	Demetrium	Demetrio
Denis	Dionysius	Dionysium	Dionysio
Denzell	Denzillus	Denzillum	Denzillo
Deodar	Deodatus	Deodatum	Deodato
Deric, *or* Theodoric	Theodoricus		
Dru	Drugo	Drugonem	Drugoni

Dudley

Genitive.	Obligor.	Obligo.	Genitive.
Dudley	*Dudleius*	Dudleium	*Dudleio*
Duncan	*Duncanus*	Duncanum	*Duncano*
Dunſtan	*Dunſtanus*	Dunſtanum	*Dunſtano*
Dutton	*Dutton*	Dutton	*Dutton*

E E E E

Eadgar *for* Edigar	*Eadgarus*	Eadgarum	*Eadgaro*
Eadulph	*Eadulphus*	Eadulphum	*Eadulpho*
Eadwin	*Eadwinus*	Edwinum	*Edwino*
Ealdred	*Ealdredus*	Eldredum	*Eldredo*
Ealred	*Ealredus*	Elredum	*Elredo*
Edmund	*Edmundus*	Edmundum	*Edmundo*
Edward	*Edwardus* vel *Edwardus*	Edwardum	*Edwardo Edwardo*
Egbert *or* Ecbert	*Egbertus*	Egbertum	*Egberto*
Eleazer	*Eleazer*	Eleazarem	*Eleazari*
Eliſha	*Eliſha*	Eliſham	*Eliſha*
Elias *or* Elish	*Elias*	Eliam	*Elia*
Ellis	*Elizeus*	Elizeum	*Elizeo*
Elmer	*Elmerus*	Elmerum	*Elmero*
Elnathan	*Elnathanus*	Elnathanum	*Elnathano*
Ely	*Elius*	Elum	*Elio*
Emerie, *ſee* Amerie			
Emanuel	*Emanuel*	Emanuelem	*Emanueli*
Emon	*Emon*	Emonem	*Emoni*
Engelbert	*Engelbertus*	Engelbertum	*Engelberto*
Ephraim	*Ephraim*	Ephraimum	*Ephraimo*
Eraſmus	*Eraſmus*	Eraſmum	*Eraſmo*
Erchenbald	*Erchenbaldus*	Erchenbaldum	*Erchenbaldo*
Erneſt	*Eraeſtus*	Erneſtum	*Eraeſto*
Eſay *for* Iſaiah	*Iſaias*	Iſaiam	*Iſaie*
Ethelbald	*Ethelbaldus*	Ethelbaldum	*Ethelbaldo*
Ethelbert	*Ethelbertus*	Ethelbertum	*Ethelberto*
Ethelard	*Ethelardus*	Ethelardum	*Ethelardo*
Ethelred	*Ethelredus*	Ethelredum	*Ethelredo*
Ethelſtan	*Ethelſtanus*	Ethelſtanum	*Ethelſtano*
Ethelward	*Ethelwardus*	Ethelwardum	*Ethelwardo*
Ethelwold	*Ethelwoldus*	Ethelwoldum	*Ethelwoldo*
Ethelwolph	*Ethelwolphus*	Ethelwolphum	*Ethelwolpho*
Evan	*Evanus*	Evanum	*Evano*
Euballus, *ſee* Euball	*Euballus*	Euballum	*Euballo*

Ybel

Everard

Casus.	Obligor.	Obligat.	Connexa.
Evrard	Everardus	Everardum	Everardo
Eusebius	Eusebius	Eusebium	Eusebio
Eustace	Eustachius	Eustachium	Eustachio
Eutropius	Eutropius	Eutropium	Eutropio
Ezechia	Ezechias	Ezekiam	Ezekiæ
Ezechiel	Ezechiel	Ezekielem	Ezekieli
F	F	F	F
FAbian Felix	FAbianus Felix	FAbianum Felicem	FAbiano Felici
Ferdinando	Ferdinandus	Ferdinandum	Ferdinando
Festus	Festus	Festum	Festo
Fieg	Fiegus	Fiegum	Fiego
Florence	Florentius	Florentium	Florentio
Fortunatus	Fortunatus	Fortunatum	Fortunato
Fowler	Fowlerus	Fowlerum	Fowlero
Francis	Franciscus	Franciscum	Francisco
Frederic	Fredericus	Fredericum	Frederico
Fremund	Fremundus	Fremundum	Fremundo
Fulbert	Fulbertus	Fulbertum	Fulberto
Fulcher	Fulcherus	Fulcherum	Fulchero
Fulke or Foulke	Fulco	Fulconem	Fulconi
G	G	G	G
GAbriel Gaius	GAbriel Gaius	GAbriel Gaium	GAbrieli Gaio
Gamaliel	Gamaliel	Gamalielem	Gamalieli
Gerrat, see Gerard			
Gawin for Walwyn	Gawinus	Gawinum	Gawino
Gedaliah	Gedalias	Gedaliam, Gedalian	Gedaliæ
Geffrey	Galfridus	Galfridum	Galfrido
George	Georgius	Georgium	Georgio
Gerald for Gerard	Geraldus	Geraldum	Geraldo
Gerard	Gerardus		
Germin	Germanus	Germanum	Germano
Gervas for Gerfast	Gervasius	Gervasium	Gervasio
Gideon	Walgamus	Walgamum	Walgamo

Gifford

Constr.	Obligor.	Oblige.	Constr.
Gifford	*Giffordus*	*Giffordum*	*Giffordo*
Gilbert	*Gilbertus*	Gilbertum	*Gilberto*
Giles	*Egidius*	Egidium	*Egidio*
Godard	*Godardus*	Godardum	*Godardo*
Godfrey	*Godfridus*	Godfridum	*Godfrido*
Godrich	*Godricus*	Godricum	*Godrico*
Godwyn	*Godwynus*	Godwinum	*Godwino*
Gravely	*Gravilius*	Gravelium	*Gravelio*
Gregory	*Gregorius*	Gregorium	*Gregorio*
Grey	*Gregus*	Gregum	*Grego*
Griffith	*Griffithius*	Griffithium	*Griffithio*
Grimbald *for* Grimoald	*Grimoaldus*	Grimoaldum	*Grimoaldo*
Gruffin	*Gruffinus*	Gruffinum	*Gruffino*
Guy	*Guido*	Guidonem	*Guidone*
Guischard, *see* Wischard			

H	H	H	H
HAbel	IDem cum *Abel*		
Hadrian	*Idem cum Adrian*		
Hannibal	*Hannibal*	Hannibalem	*Hannibali*
Harbottel	*Harbottellus*	Harbottellum	*Harbottello*
Hardolph	*Hardolphus*	Hardolpham	*Hardolpho*
Harble	*Harblus*	Harblum	*Harblo*
Harold	*Haroldus*	Haroldum	*Haroldo*
Harman	*Hermanus* vel *Arminus*	Hermanum	*Hermano*
Hawton	*Hauton*	Hauton	*Hauton*
Hector	*Hector*	Hectorem	*Hectori*
Helias	*Helias*	Heliam *vel* Heliam	*Heliæ*
Heman	*Hemanus*	Hemanum	*Hemano*
Henoch	*Henos*	Henos	*Henos*
Hengist	*Hengistus*	Hengistum	*Hengisto*
Henry	*Henricus*	Henricum	*Henrico*
Herbert	*Herbertus*	Herbertum	*Herberto*
Hercules	*Herculus*	Herculem	*Herculi*
Herwin	*Herwinus*	Herwinum	*Herwino*
Hermes	*Hermes*	Hermem	*Hermi*
Hierome	*Hieronimus*	Hieronimum	*Hieronimo*
Hilarie	*Hillarius*	Hillarium	*Hillario*
Hildebert	*Hildebertus*	Hildebertum	*Hildeberto*
Homer	*Homerus*	Homerum	*Homero*

Ho-

Nominativus.	Obligor.	Obligo.	Conjugo.
Horace	*Horatius*	Horatium	*Horatio*
Hosea	*Hosea*	Hoseam	*Hosea*
Howell	*Howlinus vel Howelius*	Howelium	*Howlio*
Hubert	*Hubertus*	Hubertum	*Huberto*
Hugh	*Hugo*	Hugonem	*Hugoni*
Humphrey	*Humphridus*	Humphridum	*Humphrido*

J	J	J	J
JAcob	*Jacob*	JAcob	*Jacob*
James	*Jacobus*	Jacobum	*Jacobo*
Jason	*Jason*	Jasonem	*Jasoni*
Jasper	*Gasparus*	Gasparum	*Gasparo*
Jeconias	*Jeconias*	Jeconiam Jeconian	*Jeconiæ*
Jeffery	*Galfridus*	Galfridum	*Galfrido*
Jenico	*Jenico*	Jenico	*Jenico*
Jenkin	*Jenkinus*	Jenkinum	*Jenkino*
Jeremie *for* Jeremiah	*Jeremias*	Jeremiah	*Jeremiæ*
Jerome, *see* Hierome			
Ignatius	*Ignatius*	Ignatium	*Ignatio*
Inglebert, *see* Englebert			
Jhones	*Jhones*	Jhonem	*Jhoni*
Ingram	*Engelramus*	Engelramum	*Engelramo*
Joab	*Joab*	Joabum	*Joabo*
Joachin	*Joachim*	Joachimum	*Joachimo*
Joel	*Joel*	Joelem	*Joeli*
Job	*Job*	Jobum	*Jobo*
John	*Johannes*	Johannem	*Johanni*
Jonas *or* Jonah	*Jonas*	Jonam	*Jona*
Jonathan	*Jonathas*	Jonathanem	*Jonathæ*
Joscelin	*Joscelinus Fusselinus vel Fudotius*	Joscelinum	*Joscelino*
Josias *or* Josiah	*Josias*	Josiam	*Josiæ*
Joseph	*Josephus*	Josephum	*Josepho*
Josuah	*Josuah*	Josuam	*Josuæ*
Isaac	*Isaacus*	Isaacum	*Isaaco*
Israel	*Israel*	Israelem	*Israeli*
Juda	*Judas*	Judam *vel* Judan	*Judæ*

Jude

Confer.	Obligor.	Obligo.	Comitis.
Jude	*Juda*	Judam	*Juda*
Julius	*Julius*	Julium	*Julio*
Ivon, *see* Evan			

K K K K

KElham Kenhelme	K*Elhamus Kenhelmus*	KElhamum Kenhelmum	K*Elhamo Kenhelmo*
Kenard	*Kenardus*	Kenardum	*Kenardo*

L L L L

LAmbert Lancelot	L*Amber tus Lancelottus*	LAmbertum Lancelotum	L*Amberto Lancelotto*
Laurence	*Laurentius*	Laurentium	*Laurento*
Lazarus	*Lazarus*	Lazarum	*Lazaro*
Legar *for* Leodegar	*Leodegarus*	Leodegarum	*Leodegaro*
Leonell	*Leonellus*	Leonellum	*Leonello*
Leopold	*Leopoldus*	Leopoldum	*Leopoldo*
Leodpold, *see* Leopold			
Leo'tan	*Leostanus*	Leostanum	*Leostano*
Leofwin	*Leofwinus*	Leofwinum	*Leofwino*
Leonard	*Leonardus*	Leonardum	*Leonardo*
Lewis	*Ludovicus*	Ludovicum	*Ludovico*
Leolin	*Leolinus*	Leolinum	*Leolino*
Lewellin	*Lewellus*	Lionellum	*Lionello*
Livin	*Livinus*	Livinum	*Livino*
Lodowick	*Lodovicus*	Lodovicum	*Lodovico*
Lomeley	*Lomleius*	Lomleium	*Lomleio*
Luke	*Lucas*	Lucam	*Luca*

M M M M

MAdock Malachie	M*Adocus Malachias*	MAdocum Malachiam	M*Adoco Malchia*
Mallet *for* Marcellus			
Manasseh	*Manasseh*	Manasseh	*Manasseh*
Manasses	*Manasses*	Manassem	*Manasse*
Marcellus	*Marcellus*	Marcellum	*Marcello*
Mark	*Marcus*	Marcum	*Marco*

Marma-

Casuor.	Obligor.	Oblize.	Conuz.
Marmaduke	*Marmaducus*	Marmaducum	*Marmaduco*
Martel *or* Marcellus			
Martin	*Martinus*	Martinum	*Martino*
Marvin	*Marvinus*	Marvinum	*Marvino*
Matthew	*Matthæus*	Matthæum	*Matthæo*
Matthias	*Matthias*	Matthiam	*Matthiæ*
Maugre	*Malgerius*	Malgerium	*Malgerio*
Maurice	*Mauritius*	Mauritium	*Mauritio*
Maximilian	*Maximilianus*	Maximilianum	*Maximiliano*
Maximus	*Maximus*	Maximum	*Maximo*
Melchisedeck	*Melchisedick*	Melchisdeck	*Melchisedeco*
Merven	*Mervenus*	Mervenum	*Mervene*
Mercury	*Mercurius*	Mercurium	*Mercurio*
Meredith	*Mereductus*	Mereducium	*Mereducio*
Merick	*Mericus*	Mericum	*Merico*
Michael	*Michael*	Michaelem	*Michaeli*
Miles	*Milo*	Milonem	*Miloni*
Mildmay	*Mildmaius*	Mildmaium	*Mildmaio*
Morrogh	*Morrhogus*	Morroghum	*Morrhogo*
Morgan	*Morganus*	Morganum	*Morgano*
Moles	*Moses*	Mosem	*Mosi*
Mountague	*Mountague*	Mountague	*Mountague*
Mountjoy	*Mountjoy*	Mountjoy	*Mountjoy*
N	N	N	N
NAthan Nathaniel	NAthan Nathaniel	NAthanem Nathanielem	NAthan Nathanieli
Ne	*Nigellus*	Nigellum	*Nigello*
Nehemiah	*Nehemiah*	Nehemian *vel* Nehemian	*Nehemiæ*
Nichanor	*Nichanor*	Nichanor	*Nichanor*
Nichodemus	*Nichodemus*	Nichodemum	*Nichodemo*
Nicholas	*Nicholaus*	Nicholaum	*Nicholao*
Nigel, *se* Neal			
Nosh	*Nosh*	Nosh	*Nash*
Noel	*Noelius*	Noelum	*Noelio*
Norman	*Normanus*	Normanum	*Normano*

Obs-

Consor.	Obligor.	Obliga.	Conjux.
O	O	O	O
OBadiah Obed	OBadia Obed	OBadiam Obed	OBadiæ Obed
Odan, *ſee* Otho			
Oliver	*Oliverus*	Oliverum	*Olivero*
Olympas	*Olympas*	Olympam *vel* Olympan	*Olympæ*
Oneſiphorus	*Oneſiphorus*	Oneſiphorum	*Oneſphoro*
Origen	*Origines*	Originem	*Origeni*
Oſberne	*Osbernus*	Oſbernum	*Osberno*
Oſbert	*Osbertus*	Oſbertum	*Osberto*
Oſea, *ſee* Hoſea	*Oſea*		
Oſmund	*Oſmundus*	Oſmundum	*Oſmundo*
Oſwold	*Oſwoldus*	Oſwoldum	*Oſwoldo*
Othes, *ſee* Otho			
Otho	*Otho*	Othonem	*Othoni*
Ottey & Otwel *from* Otho			
Owen	*Ogdoenus* vel *Audoenus*	Ogdœnum	*Ogdœno*
P	P	P	P
PArmenas	P*Arminas*	PArmenam *vel* Parmenan	P*Armeni*
Paſchal	*Paſchalis*	Paſchalem	*Paſchali*
Patrick	*Patricius*	Patricium	*Patricio*
Patrebas	*Patrebas*	Patrebam *vel* Patreban	*Patrebæ*
Patroclus	*Patroclus*	Patroclum	*Patroclo*
Paulet	*Pauletus*	Pauletum	*Pauleto*
Paul	*Paulus*	Paulum	*Paulo*
Paulin	*Paulinus*	Paulinum	*Paulino*
Perceval	*Percival*	Percivalum	*Percivallo*
Peregrine	*Peregrinus*	Peregrinum	*Peregrino*
Peter	*Petrus*	Petrum	*Petro*
Peirce	*Peircius*	Peircium	*Peircio*
Philebert	*Philebertus*	Philebertum	*Phileberto*
Philip	*Philippus*	Philippum	*Philippo*
Phineas	*Phinæas*	Phineam	*Phineæ*
Philemon	*Philemon*	Philemonem	*Philemoni*
Poſthumus	*Poſthumus*	Poſthumum	*Poſthumo*
Poynings	*Poynings*	Poynings	*Poyningo*

Cu-

Conſtr.	Obligor.	Obliga.	Conſtr.
Q	Q	Q	Q
Quintin Quintilian	Quintius Quintilianus	Quintinum Quintilianum	Quintino Quintiliano
R	R	R	R
R Andolf or Ranulph	R *Anulphus*	R Anulphum	R *Anulpho*
Ralph	*Radulphus*	Radulphum	*Radulpho*
Raphael	*Raphael*	Raphaelem	*Raphaeli*
Raymund	*Raymundus*	Raymundum	*Raymundo*
Reynfred	*Reynfridus*	Reynfredum	*Reynfredo*
Reynold	*Reginaldus* vel *Reynoldus*	Reginaldum Reynoldum	*Reginaldo*
Reuben	*Reubenus*	Reubenem	*Reubeni*
Rheſe	*Rheſus*	Rheſum	*Rheſo*
Rice	*Riceus*	Riceum	*Rice*
Richard	*Richardus*	Richardum	*Richardo*
Robert	*Robertus*	Robertum	*Roberto*
Roger	*Rogerus*	Rogerum	*Rogero*
Roman	*Romanus*	Romanum	*Romano*
Rowland	*Rolandus*	Rolandum	*Rolando*
S	S	S	S
S Abcot Sackvil	S *Abcotus Sackvil*	S Abcotum Sackvil	S *Abcoto Sackvil*
Saint John	*Saint John*	Saint John	*Saint John*
Sampſon	*Sampſon*	Sampſonem	*Sampſoni*
Samuel	*Samuel*	Samuelem	*Samueli*
Saul	*Saulus*	Saulum	*Saulo*
Sebaſtian	*Sebaſtianus*	Sebaſtianum	*Sebaſtiano*
Sigiſmund	*Sigiſmundus*	Sigiſmundum	*Sigiſmundo*
Sylvanus	*Sylvanus*	Sylvanum	*Sylvano*
Sylveſter	*Sylveſter*	Sylveſtrem	*Sylveſtri*
Sylvius	*Sylvius*	Sylvium	*Sylvio*
Simeon	*Simeon*	Simeonem	*Simeoni*
Simon	*Simon*	Simonem	*Simoni*
Spencer	*Spencerus*	Spencerum	*Spencero*
Stephanus	*Stephanus*	Stephanum	*Stephano*
Stephen		Stephanum	*Stephano*
Swithin	*Swithinus*	Swythinum	*Swythino*
Sydney	*Sydnetius*	Sydnetium	*Sydnetio*

Tal.

Transcr.	Obligor.	Obligat.	Cessionr.
T	T	T	T
TAlbot Terry *sir* Theodore	T*albotus*	TAlbotum	T*Albotto*
Theobald	*Theobaldus*	Theobaldum	*Theobaldo*
Theodore	*Theodorus*	Theodorum	*Theodoro*
Theodorick	*Theodoricus*	Theodoricum	*Theodorico*
Theodosius	*Theodosius*	Theodosium	*Theodosio*
Theophilus	*Theophilus*	Theophilum	*Theophilo*
Thomas	*Thomas*	Thomam	*Thomæ*
Tibal *or* Theobald			
Tiege	*Tiegus*	Tiegum	*Tiego*
Timothy	*Timotheus*	Timotheum	*Timotheo*
Titus	*Titus*	Titum	*Tito*
Tychicus	*Tychicus*	Tychicum	*Tychico*
Tobie, Tobias *or* Tobiah	*Tobias*	Tobiam	*Tobiæ*
Trinnian	*Trinianus*	Trinianum	*Trinianò*
Triſtram	*Triſtramus*	Triſtramum	*Triſtramo*
Trophimus	*Trophimus*	Trophimum	*Trophimo*
Turſtan *for* Truſtan	*Turſtanus*	Turſtanum	*Turſtano*
V	V	V	V
VAlter Valens	V*Alter Valtus*	VAlterum Valentem	V*Altero Valtuit*
Valentine	*Valentinus*	Valentinum	*Valentino*
Uchtred	*Uchtredus*	Uchtredum	*Uchtredo*
William	*Williamus*	Williamum	*Williamo*
Vincent	*Vincentius*	Vincentium	*Vincentio*
Vital	*Vitalis*	Vitalem	*Vitali*
Vivian	*Vivianus*	Vivianum	*Viviano*
Urbanus	*Urbanus*	Urbanum	*Urbano*
Urian	*Urianus*	Urianum	*Uriano*
Uriah	*Urias*	Uriam *vel* Urian	*Uriæ*

Confor.	Obligor.	Obligor.	Confz.
W	W	W	W
WAlter Walwin	WAlterus Walganus	WAlterum Walgamum	WAltro Walgano
Warin	Guarinus	Guarinum	Guarino
Warren	Warren	Warren	Warren
William	Gulielmus vel Willielmus	Willielmum vel Gulielmum	Willelmo
Wilfrid	Wilfridus	Wilfridum	Wilfrido
Willibald	Wilibaldus	Willibaldum	Wilibaldo
Wimund	Wimundus	Wimundum	Wimundo
Wiſchard	Guiſchardus	Giuſchardum	Guiſchardo
Wulpher	Wulpherus	Wulpherum	Wulphero
Wulſtan	Wulſtanus	Wolſtanum	Wolſtano Wulſtano
Y	Y	Y	Y
YBol Ythel	EUbulus Euthalius	EUbulum Uuthalium	EUbulo Euthalio
Z	Z	Z	Z
ZAcheus Zachary or Zacharias	ZAcheus Zacharias	ZAcheum Zachariam	ZAcheo Zacario
Zephane	Zepharus	Zephanum	Zephano

The

The Names of WOMEN.

Consor.	Obligor.	*Obliga.*	Consor.
A	A	A	A
ABigal	ABigal	ABigalam	ABigale
Adelip	Adelina	Adelipam	Adelina
Agatha	Agatha	Agatham	Agatha
Agnes	Agnes	Agnetem	Agnesi
Aletheia	Aletheia	Aletheiam	Aletheie
Alice	Alicia	Aliciam	Alicie
Amie	Amicia vel Amata	Amiciam	Amicie
Anchoret	Anchoritta	Anchorettam	Anchoritte
Angellet	Angeletta	Angelettam	Angelette
Anne	Anna	Annam	Anne
Annis	Anais	Annem	Anni
Anaſtate	Anaſtatia	Anaſtatiam	Anaſtatie
Arbella	Arbella	Arbellam	Arbelle
Audrie	Audria	Audriam	Audrie
Avice	Aviſia vel Hawiſia	Aviſiam	Aviſie
Aureola	Aureola	Aureolam	Aureole
Auſtice	Auſticia	Auſticiam	Auſticie
B	B	B	B
BArbara Bathſheba	BArbara Bathsheba	BArbaram Bathſhebam	BArbare Bathsheba
Beatrice	Beatrix	Beatricem	Beatrici
Benet	Benedicta	Benedictam	Benedicte
Benigna	Benigna	Benignam	Benigne

B Bertha

Consor.	Obligor.	Obliga.	Conusx.
Bertha	Bertha	Bertham	Bertha
Blanch	Blanch	Blanchiam	Blanch
Bona	Bona	Bonam	Bona
Bridget	Bridgita	Bridgittam	Bridgitt

C

C Assandra	C Assandra	C Assandram	C Assandr
Chara	Chara	Charam	Charæ
Charity	Charitas	Charitatem	Charitati
Christian	Christiana	Christianam	Christianæ
Cicely	Cecilia	Ceciliam	Ceciliæ
Clare	Clara	Claram	Claræ
Constance	Constantia	Constantiam	Constantiæ

D

D Eborah	D Eborah	D Eboram	D Eboræ
Denis or Dionis	Dionysia	Dionysiam	Dionysiæ
Dionysia			
Diana	Diana	Dianam	Dianæ
Dido	Dido	Didonem	Didoni
Dorcas	Dorcas	Dorcadem	Dorcadi
Dorothy	Dorothea	Dorotheam	Dorotheæ
Doufabel	Dulcibella	Dulcibellam	Dulcibellæ
Douse	Dulcia	Dulciam	Dulciæ
Dinah	Dina	Dinam	Dinæ
Duella	Duella	Duellam	Duellæ

E

E Ade	A uda, Ida, Ada vel Idonea	E Udam, Idam, Adam, &c.	A ude, Ida Ade, &c.
Edith	Editha	Editham	Editha
Elcana	Elcana	Elcanam	Elcana
Elianor	Elianora	Elianoram	Elianora
Elhena	Elbena	Elhenam	Elbena
Eliza	Eliza	Elizam	Eliza
Elizabeth	Elizabetha	Elizabetham	Elizabetha
Emme	Emma vel Elgiva	Emmam vel Elgivam	Emma vel Elgiva
Emmet	Emmeta	Emmettam	Emmeta

E. Let

Confor.	Obligor.	Oblig.	Confr.
Eſther	*Eſthera*	Eſtheram	*Eſtheræ*
Ethelburg	*Ethelburga*	Ethelburgam	*Ethelburgæ*
Etheldred *for* Ethelred	*Etheldreda*	Etheldredam	*Etheldredæ*
Eva *ſet* Hevah	*Eva*		
Evadne	*Evadne*	Evadnem	*Evadnæ*

F F F F

FAith Florence	F*ides Florentia*	FIdem Florentiam	F*idei Florentiæ*
Felix	*Felicia*	Feliciam	*Felicia*
Fileda	*Fileda*	Filedam	*Fileda*
Fortune	*Fortuna*	Fortunam	*Fortunæ*
Frances	*Franciſca*	Franciſcam	*Franciſcæ*
Frideſwyd	*Frideſwyda*	Fridiwyſdam	*Fridiſwydæ*

G G G G

GErtrude Gillian *for* Julian	G*ertrudis Juliana*	GErtrudem Julianam	G*ertrudæ Julianæ*
Gillet	*Julietta* vel *Egidia*	Juliettam *vel* Egidiam	*Julittæ* vel *Egidiæ*
Gladuce	*Gladuſa* vel *Claudia*	Gladuſam *vel* Claudiam	*Gladuſæ* vel *Claudiæ*
Godly	*Godly*	Godly	*Godly*
Grace	*Gratia*	Graciam	*Gratiæ*
Griſhil	*Griſhilda*	Griſhildam	*Griſhildæ*
Guinfrida	*Guinfrida*	Guinfridam	*Guinfridæ*

H H H H

HAgar Hannah	H*agar Hanna*	HAgar Hannam	H*agar Hannæ*
Hawis *for* Avice	*Haviſia*	Haviſiam	*Haviſiæ*
Hellen	*Helen*	Helenam	*Helen*
Heſter	*Heſtera*	Heſteram	*Heſteræ*
Hevah	*Hevæ*	Hevam	*Hevæ*

Conjux.	Obligor.	Obligæ.	Conjux.
I	I	I	I
JAcommena Jane Jennet Joyce Joane Isabel Judith Julia	JAcomena Jana Johannula Jocosa Johanna Isabella Juditha Julia	JAcomenam Janam Johannulam Jocosam Johannam Isabellam Juditham Juliam	JAcomenæ Janæ Johannulæ Jocosæ Johannæ Isabellæ Juditha Juliæ
K	K	K	K
KAtharine Kinburg Kinulph	KAtharina Kinburga Kinulpha	KAtharinam Kinburgam Kinulpham	KAtharinæ Kinburgæ Kinulphæ
L	L	L	L
LEah Lettice Lydia Lora Love Luce Lucrece	LEa Letitia Lydia Lora Amorea Lucia Lucretia	LEam Letitiam Lydiam Loram Amoream Luciam Lucretiam	LEæ Letitiæ Lydiæ Loræ Amoreæ Luciæ Lucretiæ
M	M	M	M
MAbel Magdalen Margaret Margery Mary Marian Martha Mawd, Mawdlin, *see* Magdalen Mercy Milcent	MAbella, Mabilia, Amabilia Magdalena Margareta Margeria Maria Mariana Martha Matilda, Matildis vel Mathildis Misericordia Milcenta	MAbellam Magdalenam Margaretam Margeriam Mariam Marian Martham Matildam Misericordiam Milcentam	MAbellæ vel Amabiliæ Magdalenæ Margaretæ Margeriæ Mariæ Marianæ Marthæ Matildæ Misericordiæ Milcentæ

Merawd

Confer.	Obligor.	Oblige.	Confer.
Merawd	*Meranda*	Merandam	*Miranda*
Mildred	*Mildreda*	Mildredam	*Mildreda*
Mariel	*Mariela*	Marielam	*Mariela*
N	*N*	N	*N*
Nichola Nicia	*Nichola Nicia*	Nicholam Niciam	*Nichola Nici*
O	*O*	O	*O*
Olive Olympia Orabilis	*Liva Olympia Orabilis*	Livam Olympiam Orabilem	*Live Olympie Orabili*
P	*P*	P	*P*
Patience Parnel Penelope Philadelphia Philip Phillis Phillida Phebe Polixena Prisca Priscilla Prudence	*Patientia Petronilla Penelope Philadelphia Philippa Phillis Phillida Phœbe Polixena Prisca Priscilla Prudentia*	Patientiam Petronillam Penelopen Philadelphiam Philippam Phillidem Phillidam Phœben Polixenam Priscam Priscillam Prudentiam	*Patientie Petronelle Penelope Philadelphie Philippe Phillidi Phillide Phœbe Polixene Prisce Priscille Prudentie*
R	*R*	R	*R*
Rachel Radigund Rebecca Rosamund Rose Rosacleer	*Rachel Radegunda Rebecca Rosamunda Rosa Rosaclera*	Rachelam Radegundam Rebeccam Rosamundam Rosam Rosacleram	*Rachel Radegunde Rebecce Rosamunde Rose Rosaclere*

Conſtruction.	Obligor.	Obligæ.	Conſtruc.
S	S	S	S
SAbina Sanchia	*Abina Sanchia*	SAbinam Sanchiam	*Abinæ Sanchiæ*
Sarah	*Sara*	Saram	*Saræ*
Scholaſtica	*Scholaſtica*	Scholaſticam	*Scholaſticæ*
Sibil	*Sibilla*	Sibillam	*Sibillæ*
Sophia	*Sophia*	Sophiam	*Sophiæ*
Sophronia	*Sophronia*	Sophroniam	*Sophroniæ*
Suſan *or* Suſanna	*Suſanna*	Suſannam	*Suſannæ*
T	T	T	T
TAbitha Taco	*Abitha Taca*	TAbitham Tacam	*Abithæ Tacæ*
Tamer	*Tamira*	Tameram	*Tamiræ*
Taphnes	*Taphnes*	Taphnem	*Taphnei*
Temperance	*Temperantia*	Temperantiam	*Temperantiæ*
Thamer	*Thamera*	Thameram	*Thameræ*
Theodoſia	*Theodoſia*	Theodoſiam	*Theodoſiæ*
Tomaſin *or* Thomaſin	*Tomaſina*	Thomaſinam	*Thomaſinæ*
V	V	V	V
VEnus Urſley *or* Urſula	*VEnus Urſula*	VEnerem Urſulam	*VEneri Urſulæ*
Vertue	*Virtus*	Virtutem	*Virtuti*
W	W	W	W
WAlburg *or* Warburg	*WAlburga*	WAlburgam	*WAlburgæ*
Winifrid	*Winifrida*	Winifridam	*Winifridæ*

Note, *There be many Words that be not declined, and the* Conſtruction, Obligor, Conuſæ, *and* Obligæ *are all alike, as before: you may obſerve in reading them.*

Trades and Professions of Men and women in the same Case, to fill up the Bonds and Recognizances.

A	A
ANchor-maker	ANchorfaber
Apothecary	Apothecarius
Armorer	Armifabr
Attorney	Attornatus
B	B
BAker	PIstor
Barber-Chirurgeon	Chirurgus Tonſ.
Bailiff	Bllivus
Bell-founder	Campanarius
Blacksmith	Ferrifaber
Bricklayer	Laterarius
Brickmaker	
Butcher	Lanius vel Lanio
C	C
CArpenter	ARchitectus
Carrier	Plaustrarius
Carver	Sculptor
Chandler	Candelarius
Cheesemonger	Caſearius
Chirurgeon	Chirurgus
Clockmaker	Horologicus
Clothier	Pannifex
Clothworker	Panniton ſor
Collier	Carbonarius
Combmaker	Pectinarius
Confectioner	Confector
Cook	Coquus

Cooper	*Doliarius*
Coppersmith	*Æratius*
Crossbowmaker	*Balistarius*
Currier	*Corcinator*
Cutler	*Cultellarius*
Cordwainer	*Allutarius*
D	D
Draper	*Panarius*
Dial-maker	See Clockmaker
Dice-maker	*Talorum factor*
F	F
Feathermaker	*Plumarius*
Felmonger	*Pellicarius*
Fishmonger	*Piscenarius*
Flaxdresser	*Limpola*
Fletcher	*Sagittifex*
Founder	*Metalli ductor*
Fruiterer	*Pomarius*
Furrier	*Pellicator*
G	G
Gardiner	*Hortulanus*
Glasier	*Vitrarius*
Glass-maker	*Vitriarius*
Glover	*Cheirothecarius*
Goldsmith	*Faber aurarius* vel *Aurifex*
Grocer	*Grocerus*
Girdler	*Zonarius*
Gun-maker	*Faber Bombardicus*
H	H
Haberdasher	*Haberdasher*
Hat-maker	*Galerius*
Horner	*Cornuarius*
Horse-Courser	*Hippocomus*
Hosier	*Caligarius*

Jeweller

I

Jweller — Gemmarius, Acupictor
Imbroiderer — Pandochus
Inne-keeper — Terrarius
Ironmonger

L

LAttener — Richalcarius, Vellio
Leatherseller

M

MAlster — Hordiarius, Lapidarius
Mason — Suffarcinator
Mealman — Mercerius
Mercer — Mercator Scissor
Merchant-Taylor — Minutarius
Millener

N

NAiler — Clavi-faber

O

Oyleman — Olearius

P

PAinter-stainer — Pictor
Paviour — Pavior
Perfumer — Odorarius
Pewterer — Staxarius
Pinmaker — Aciculatius
Plasterer — Gypsator
Plumber — Plumbarius
Potter — Figulus
Poulterer — Pullarius

R

ROpe-maker — Restio

Sadler

S

Sadler	*Ephippiarius*
Salter	*Salarius*
Sawyer	*Serrarius*
Scrivener	*Scriptor*
Ship-Carpenter	*Naupegus*
Silk-Dyer	*Tinctor Bombycinus*
Silk-weaver	*Sericarius Textor*
Silver-Smith	*Faber Argentarius*
Smith	*Faber Ferrarius*
Spectacle maker	*Specularius*
Spurrier	*Calcarius*
Stationer	*Bibliopola*
Stone-Cutter	Vide *Mason*

T

Tallow-Chandler	*Candelarius Sebosus*
Tanner	*Byrseus*
Tent-maker	*Scenofactorius*
Thatcher	*Textor*
Trunk-maker	*Syringator*
Turner	*Tornator*

V

Vintner	*Vinetarius*
Upholster	*Tapetiarius*

W

Watch-maker	Vide *Clock-maker*
Wax-Chandler	*Cerarius*
Weaver	*Textor*
Wheel-Wright	*Rotifex*
Wine-Cooper	*Dolarius Vinarius*
Woodmonger	*Lignarius*

R

The Names of Officers *in Order.*

Alderman	*Alderman*
Attorney	*Attornatus*
Bishop	*Episcopus*
Captain	*Dux*
Chamberlain of *London*	*Camerarius*
Chancelour of a Church	*Cancellarius*
Churchwarden	*Guardianus Ecclesiæ*
Clerk	*Clericus*
Colonel	*Colonellus*
Constable	*Constabularius*
Coroner	*Coronator*
Corporal	*Manipularis*
Councellor	*Consiliarius*
Crier	*Præco*
Dean	*Decanus*
Deacon	*Diaconus*
Emperour	*Imperator*
Empress	*Imperatrix*
Judge	*Judex*
Justice	*Justitiarius*
Lawyer	*Jurisconsultus*
Prothonotary	*Protonotarius*
Secondary	*Secondarius*
Serjeant at Law	*Serviens ad Legem*
Sheriff	*Vicecomes*
Steward	*Senescallus*
Water-Baily	*Ballivus Aquæ*

Bishopricks.

Bath *and* Wells	*Bath. & Well.*
Canterbury	*Cantuariensis Episcopatus*
Chester	*Cestriæ*
Chichester	*Cicestriæ*
Durham	*Dunelm.*
Ely	*Episcopatus Elienſis*
Exceter	*Exon*
Glocester	*Glocestriæ*
Hereford	*Herefordiæ*
Lincoln	*Lincoln. Episcopatus*
Lichfield *and* Coventry	*Lichfield & Coventr.*
Norwich	*Episcopatus Norvicensis*
Oxford	*Oxon.*
Rochester	*Roffen*
Salisbury	*Salisbur.*
Wincheſter	*Wincestriæ*

Additions.

Dlive Marquiſs	Dux Marchio	Ducem Marchionem	Ducis Marchioni
Earl	Comes	Comitem	Comiti
Viſcount	Vicecomes	Vicecomitem	Vicecomiti
Baron	Baro	Baronem	Baroni
Knights of the Garter	Præclarissimi Ordinis Periſcelidis		
Knight Baronet	Miles Baronettus		
Baronet	Baronettus	Baronettum	Baronetto
Knight of the Bath	Eques de Balneo	Equitem de Balneo	Equiti de Balneo
Knight Batchelor	Miles, Eques Auratus	Militem, Equitem Auratum	Militi, Equiti Aurato
Eſquire	Armiger	Armigerum	Armigero
Yeoman	Yeoman		
Gentleman	Generoſus	Generoſum	Generoſo
Doctor of the Civil Law	Legum Doctor	Legum Doctorem	Legum Doctori
Doctor of Divinity	Theologiæ Profeſſor	Theologiæ Profeſſorem	Theologiæ Profeſſori
Doctor of Phyſick	Medicinæ Doctor	Medicinæ Doctorem	Medicinæ Doctori
Batchelor of Divinity	Theologiæ Baccalaureus	Theologiæ Baccalaureum	Theologiæ Baccalaureo
Maſter of Batchelor of Arts	Magiſter Artium	Magiſtrum Artium	Magiſtro Artium
	Baccalaureus Artium	Baccalaureum Artium	Baccalaureo Artium
Parſon	Clericus	Clericum	Clerico
Batchelor of Law	Legum Baccalaureus	Legum Baccalaureum	Legum Baccalaureo
Merchant	Mercator	Mercatorem	Mercatori

Addi-

Additions.

Dutchess	Ducissa	Ducissam	Ducissa
Marchioness	Marchionissa	Marchionissam	Marchionissa
Countess	Comitissa	Comitissam	Comitissa
Vicountess	Vicecomitissa	Vicecomitissam	Vicecomitissa
Baroness	Baronissa	Baronissam	Baronissa
Lady	Domina	Dominam	Domina
Widow	Vidua	Viduam	Vidua
Gentlewoman	Generosa	Generosam	Generosa
Spinster	Spinster	Spinster	Spinster

Cities.

Bath	Bathon
Bristol	Bristol
Canterbury	Cantuaria
Chichester	Cicestr
Gloucester	Glocestria
Hereford	Hereford
Lichfield	Lichfeld
Lincoln	Lincoln
London	London
Norwich	Norwica
Oxford	Oxonia
Rochester	Roffa
York	Eborac
Winchester	Wintonia
Exeter	Exonia
Worcester	Wigorn.

De Civitate

Coun-

Counties.

Berkshire	Berkeriæ
Bedfordshire	Bedfordiæ
Buckinghamshire	Buckinghamiæ
Cambridgeshire	Cantabrigiæ
Cheshire	Cestriæ
Cornwall	Cornubiæ
Cumberland	Cumbriæ
Darbyshire	Darb.
Devonshire	Devon.
Dorsetshire	Dorset.
Durham	Dunelm.
Essex	Essex
Gloucestershire	Glocestriæ
Hampshire	Southampton.
Hertfordshire	Hertfordiæ
Herefordshire	Herefordiæ
Huntingtonshire	Huntingtoniæ
Kent	Kanc.
Lancashire	Lancastriæ
Leicestershire	Leicestriæ
Lincolnshire	Linzoln.
Middlesex	Middlesex
Northamptonshire	Northampton.
Nottinghamshire	Nottinghamiæ
Northumberland	Northumbriæ
Norfolk	Norfolciæ
Oxford	Oxon.
Rutland	Rutlandiæ
Shropshire	Salopiæ
Somersetshire	Somerset
Staffordshire	Staffordiæ
Suffolk	Suffolciæ
Sussex	Sussexiæ
Surry	Surry
Warwickshire	Warwick
Westmoreland	Westmorland
Wiltshire	Wiltoniæ
Worcestershire	Wigorniæ
	Wigorum
Yorkshire	Eborum
Brecknockshire	Brecknock

Coun-

Counties.

Cardiganshire	*Cardigan*
Carmarthenshire	*Carmarthen*
Carnarvan	*Carnarvan*
Denbighshire	*Denbigh*
Flintshire	*Flint*
Glamorganshire	*Glamorgan*
Montgomeryshire	*Montgomer.*
Monmouthshire	*Monmouth*
Merionithshire	*Merionith*
Pembrook shire	*Pembrochie*
Radnorshire	*Radnor*

Obligation.

PRimo	*Januarii*
Secundo	*Februarii*
Tertio	*Martii*
Quarto	*Aprilis*
Quinto	*Maii*
Sexto	*Junii*
Septimo	*Julii*
Octavo	*Augusti*
Nono	*Septembris*
Decimo	*Octobris*
Undecimo	*Novembris*
Duodecimo	*Decembris*

Dat { Tertio decimo / Quarto decimo / Quinto decimo / Sexto decimo / Decimo septimo / Decimo octavo / Decimo nono / Vicesimo / Vicesimo primo / Vicesimo secundo / Vicesimo tertio / Vicesimo quarto / Vicesimo quinto / Vicesimo sexto / Vicesimo septimo / Vicesimo octavo / Vicesimo nono / Tricesimo primo } Die

Millesimo

The Dates of Bonds.

Millesimo sexcentesimo sexagesimo.

Anno Domini	1662	secundo
	1663	tertio
	1664	quarto
	1665	quinto
	1666	sexto
	1667	septimo
	1668	octavo
	1669	nono
	1670	septuagesimo
	1671	primo
	1672	secundo
	1680	octogesimo
	1690	nonagesimo
	1700	

Millesimo septingesimo, &c.

Nomina Mensium.

January	*Januarius*
February	*Februarius*
March	*Martius*
April	*Aprilis*
May	*Maius*
June	*Junius*
July	*Julius*
August	*Augustus*
September	*September*
October	*October*
November	*November*
December	*Decemb.r*

The

The Dates of Bonds.

First day	Primus dies
Second day	Secundus dies
Third day	Tertius dies
Fourth day	Quartus dies
Fifth day	Quintus dies
Sixth day	Sextus dies
Seventh day	Septimus dies
Eighth day	Octavus dies
Ninth day	Nonus dies
Tenth day	Decimus dies
Eleventh day	Undecimus dies
Twelfth day	Duodecimus dies
Thirteenth day	Tertius decimus dies
Fourteenth day	Quartus decimus dies
Fifteenth day	Quintus decimus dies
Sixteenth day	Sextus decimus dies
Seventeenth day	Decimus septimus dies
Eighteenth day	Decimus octavus dies
Nineteenth day	Decimus nonus dies
Twentieth day	Vicesimus dies
One and twentieth day	Vicesimus primus dies
Two and twentieth day	Vicesimus secundus dies
Three and twentieth day	Vicesimus tertius dies
Four and twentieth day	Vicesimus quartus dies
Five and twentieth day	Vicesimus quintus dies
Six and twentieth day	Vicesimus sextus dies
Seven and twentieth day	Vicesimus septimus dies
Eight and twentieth day	Vicesimus octavus dies
Nine and twentieth day	Vicesimus nonus dies
Thirtieth day	Tricesimus dies
One and thirtieth day	Tricesimus dies

Sums of Money.

One shilling	Unus solidus
Two shillings	Duo solidi
Three shillings	Tres solidi
Four shillings	Quatuor solidi
Five shillings	Quinque solidi
Six shillings	Sex solidi
Seven shillings	Septem solidi

Sums of Money.

Eight shillings	Octo solidi
Nine shillings	Novem solidi
Ten shillings	Decem solidi
Eleven shillings	Undecim solidi
Twelve shillings	Duodecim solidi
Thirteen shillings	Tredecim solidi
Fourteen shillings	Quatuordecim solidi
Fifteen shillings	Quindecim soludi
Sixteen shillings	Sexdecim solidi
Seventeen shillings	Septendecim solidi
Eighteen shillings	Octodecim solidi
Nineteen shillings	Novemdecim solidi
Twenty shillings	Viginti solidi
Thirty shillings	Triginta solidi
Forty shillings	Quadraginta solidi
Fifty shillings	Quinquaginta solidi
Three pounds	Tres libræ
Four pounds	Quatuor libræ
Five pounds	Quinque libræ
Six pounds	Sex libræ
Seven pounds	Septem libræ
Eight pounds	Octo libræ
Nine pounds	Novem libræ
Ten pounds	Decem libræ
Twenty pounds	Viginti libræ
Thirty pounds	Triginta libræ
Forty pounds	Quadraginta libræ
Fifty pounds	Quinquaginta libræ
Sixty pounds	Sexaginta libræ
Seventy pounds	Septuaginta libræ
Eighty pounds	Octoginta libræ
Ninety pounds	Nonaginta libræ
One hundred pounds	Centum libræ
Two hundred pounds	Ducentæ libræ
Three hundred pounds	Trecentæ libræ
Four hundred pounds	Quadringentæ libræ
Five hundred pounds	Quingentæ libræ
Six hundred pounds	Sexcentæ libræ
Seven hundred pounds	Septingentæ libræ
Eight hundred pounds	Octingentæ libræ
Nine hundred pounds	Nongentæ libræ

Sums of Money.

One thousand pounds	*Mille libræ*
Two thousand pounds	*Duo mille libræ*
Three thousand pounds	*Tres mille libræ*
Four thousand pounds	*Quatuor mille libræ*
Five thousand pounds	*Quinque mille libræ*
Six thousand pounds	*Sex mille libræ*
Seven thousand pounds	*Septem mille libræ*
Eight thousand pounds	*Octo mille libræ*
Nine thousand pounds	*Novem mille libræ*
Ten thousand pounds	*Decem mille libræ*

And so forwards as cause shall require

Recognizance.

Four	*Quatuor*	Pounds
Five	*Quinque*	
Six	*Sex*	
Seven	*Septem*	
Eight	*Octo*	
Nine	*Novem*	
Ten	*Decem*	
Eleven	*Undecim*	
Twelve	*Duodecim*	
Thirteen	*Tredecim*	
Fourteen	*Quatuordecim*	
Fifteen	*Quindecim*	
Sixteen	*Sexdecim*	
Seventeen	*Septemdecim*	
Eighteen	*Octodecim*	
Nineteen	*Novemdecim*	
Twenty	*Viginti*	
Thirty	*Triginta*	
Forty	*Quadraginta*	
Fifty	*Quinquaginta*	
Sixty	*Sexaginta*	
Seventy	*Septuaginta*	
Eighty	*Octoginta*	
Ninety	*Nonaginta*	

Pounds

Libræ

Recognizance.

One hundred	Pounds	Centum
Two hundred		Ducentæ
Three hundred		Trecentæ
Four hundred		Quadringentæ
Five hundred		Quingentæ
Six hundred		Sixcentæ
Seven hundred		Septingentæ
Eight hundred		Octingentæ
Nine hundred		Nongentæ
One thousand		Mille
Two thousand		Duæ Mille vel bis Mille
Three thousand		Tres Mille

l.	In
100	Centum
200	Ducentis
300	Trecentis
400	Quadringentis
500	Quingentis
600	Sixcentis
700	Septingentis
800	Octingentis
900	Nongentis
1000	Mille
2000	Duabus Mille
3000	Tribus Mille
4000	Quatuor Mille

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